San Ysidro School District
Governing Board

BOARD MEETING MATERIALS

Thursday,
July 11, 2024
5:00 p.m.

San Ysidro School District
Education Center/Board Room
4350 Otay Mesa Road
San Ysidro, CA 92173

General Administration

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 20, 2024
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held onThursday, June 20, 2024, and conducted its business meeting at **San Ysidro School District - Education Center/ Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.** This meeting was audio recorded.

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law.

AGENDA

1. CALL TO ORDER Who: I. Lopez Time: 5:04 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - *Absent*

3. AGENDA
The Board approved the agenda with the following corrections:
- Changed the Consent Calendar agenda item 13D.10 recommendation to say: Approve/Ratify the agreement with Dr. Debra Dupree, Consultant of Relationships at Work, for interactive process services. Costs will be paid from the General fund. This agreement will be for June 2024 services only.
- Pulled Consent Calendar agenda item 13D.19 AGREEMENT WITH NEW DIRECTION SOLUTIONS, LLC DBA PROCARE THERAPY

Motion: Martinez Second: I. Lopez Vote: 4-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address
Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

Board Clerk Martinez made a motion to recess to Closed Session, seconded by Board Vice President Rosario.
The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:08 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: District Legal Counsel Joseph Sanchez and Superintendent Gina Potter, Ed.D.
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

5.2 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 2

RECONVENED into OPEN SESSION at 6:20 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: I. Lopez Time: 6:20 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - *Absent*

8. FLAG SALUTE by Board President Irene Lopez

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals.

To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda.
Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to the start of the meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Kenia Peraza, Parent, Commented: 1) Shared concerns regarding Board Bylaws, specifically regarding a recommendation for term limits.

Roxane Palestino, Parent, Commented: 1) Shared concerns regarding Board Bylaws, specifically regarding a recommendation for term limits.

Kenia Peraza, Parent, Commented: 1) Shared remarks about inclusion and belonging and recommended additional resources and professional development.

Pablo Sainz-Garibaldi, District Translator & Interpreter, Commented: 1) Commended the district leadership team for being proactive in providing language access to English learner families.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Clerk Martinez, Commented: 1) Complimented the June promotion ceremonies. 2) Shared remarks about the need for new schools in our community due to home development growth and the need for funding support.

Board Vice-President Rosario, Commented: 1) Complimented the June promotion ceremonies. 2) Mentioned the district's focus on providing every child the best educational experience possible. 3) Thanked everyone who participated in the English Learner Master Plan. 4) Wished everyone a wonderful summer.

Board Member R. Lopez, Commented: 1) Wished everyone a wonderful summer.

Board President I. Lopez, Commented: 1) Thanked everyone for a wonderful 2023-2024 school year. 2) Mentioned the focus on bringing resources and programs possible to provide every child with the best educational experience possible. 3) Expressed the need for new schools within our community due to home development growth.

Superintendent Potter, Commented: 1) Thanked everyone for a wonderful 2023-2024 school year. 2) Welcomed Bond Oversight Committee members. Thanked the committee for helping bring new playgrounds at La Mirada and Smythe, the beginning of the modernization of San Ysidro Middle School and other pending construction projects that are forthcoming.

11. CONFERENCE SESSION

Reports/Presentations

11.1 2023-2024 Citizens' Bond Oversight Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Citizens' Bond Oversight Committee Chair Ricardo Macedo

- Recognition of Citizen's Bond Oversight Committee Members - Presented by Chief Business Official, Marilyn Adrianzen
  - Ricardo Macedo (Chair), Gloria McKearney (Vice-Chair), Hilario "Larry Rodriguez (Community At-Large Group), Kenneth Johnson (Community At-Large Group), Juan Morales (Parent Active Group) and Daniela Armstrong (Parent Group)
  - Gloria McKearney - Recipient of the ACSA Region 18 Retired Administrator of the Year Award

11.2 2023-2024 LCAP/DBAC Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Coordinator of Federal and State Programs and Language Acquisition, Maria C. Rodriguez

12. GENERAL ADMINISTRATION

12.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of June 6, 2024.

Motion: I. Lopez Second: Martinez Vote: 4-0

12.2 2023-2024 CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Adrianzen)
Information only.

12.3 OPEN PUBLIC HEARING FOR RESOLUTION NO. 23/24-0045 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board opened the public hearing. *(A representative from Dale Scott & Associates will be available to answer any questions.)*

Motion: Martinez Second: Rosario Vote: 4-0

There were no public comments.

12.4 CLOSE PUBLIC HEARING FOR RESOLUTION NO. 23/24-0045 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board closed the public hearing.

Motion: Martinez Second: I. Lopez Vote: 4-0

12.5 RESOLUTION NO. 23/24-0045 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0045.

Motion: Martinez Second: Rosario Vote: 4-0

12.6 RESOLUTION NO. 23/24-0042 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0042.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.7 OPEN PUBLIC HEARING FOR RESOLUTION NO. 23/24-0046 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board opened the Public Hearing. *(A representative from Dale Scott & Associates will be available to answer any questions.)*

Motion: Martinez Second: R. Lopez Vote: 4-0

There were no public comments.

12.8 CLOSE PUBLIC HEARING FOR RESOLUTION NO. 23/24-0046 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board closed the Public Hearing.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.9 RESOLUTION NO. 23/24-0046 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0046.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.10 RESOLUTION NO. 23/24-0043 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT (MEASURE B) (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0043.

Motion: Martinez Second: Rosario Vote: 4-0

12.11 RESOLUTION NO. 23/24-0044 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT (MEASURE A) (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0044.

Motion: Martinez Second: Rosario Vote: 4-0

12.12 AB1200 AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN YSIDRO CHAPTER NO. 154 (Adrianzen)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education and approval of the Memorandum of Understanding with the California School Employees Association (CSEA) related to the 2023-24 Equity Clause Implementation.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.13 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING THE 2024-2025 CALENDAR (Bojorquez)
The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association Regarding the 2024-25 Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

12.14 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING UNIT MEMBERS EDUARDO CORONADO AND AILEEN SANCHEZ (Bojorquez)
The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding unity Members Eduardo Coronado and Aileen Sanchez.

Motion: Martinez Second: I. Lopez Vote: 4-0

12.15 TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR CHILD NUTRITION DEPARTMENT COACHING (Bojorquez)
The Board approved the offer of employment for Sarah Spero as Child Nutrition Department Coach, effective July 1, 2024.

Motion: Rosario Second: Martinez Vote: 4-0

12.16 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 0000 SERIES (Iniguez)
The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 0000 series: Revised Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan and Delete Board Policy 0470 - COVID-19 Mitigation Plan.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.17 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES (Iniguez/Adrianzen)
The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 3000 series: Board Policy/Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan, Board Policy/Administrative Regulation 3550 - Food Service/Child Nutrition Program, Board Policy/Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund and Board Policy/Administrative Regulation 3553 - Free and Reduced Price Meals.

Motion: Martinez Second: Rosario Vote: 4-0

12.18 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES (Bojorquez)
The Board approved the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 4000 series: Board Policy 4111/4211/4311 - Recruitment and Selection, Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check, Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check, Board Policy/Regulation 4118 - Dismissal/Suspension/Disciplinary Action, Board Policy 4140/4240/4340 - Bargaining Units, Board Policy/Administrative Regulation 4157/4257/4357 - Employee Safety, Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries and Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.19 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES (Little)
The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 5000 series: Board Policy/Administrative Regulation 5126 - Awards for Achievement, Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions and Board Policy/Administrative Regulation 5144 - Discipline.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.20 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Little)
The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Board Policy/Administrative Regulation 6115 - Ceremonies and Observances,
Board Policy/Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs and
Board Policy/Administrative Regulation 6175 - Migrant Education.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.21 FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS AND EXHIBITS - 9000 SERIES (Potter)
The Board approved the First Reading and Adoption of Revised Board Bylaws and Exhibits - 9000 series: Board Bylaw 9320 - Meetings and Notices, Board Bylaw 9323.2 - Actions by the Board, Exhibit(1) 9323.2 - Actions by the Board and Delete Exhibit(2) 9323.2 - Actions by the Board.

Motion: Martinez Second: Rosario Vote: 4-0

12.22 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2024-2025 (Little)
The Board approved and adopted the Local Control Accountability Plan (LCAP) for school year 2024-2025.

Motion: I. Lopez Second: Rosario Vote: 4-0

12.23 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) FEDERAL ADDENDUM FOR SCHOOL YEAR 2024-2025 (Little)
The Board approved the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum for school year 2024-2025.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.24 CALIFORNIA DASHBOARD LOCAL INDICATORS (Little)
Information only.

12.25 RESOLUTION NO. 23/24-0047 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2024-2025 SPENDING PLAN (Adrianzen)
The Board approved and adopted Resolution No. 23/24-0047.

Motion: Martinez Second: Rosario Vote: 4-0

12.26 BUDGET ADOPTION FOR FISCAL YEAR 2024-2025 (Adrianzen)
The Board approved and adopted the District's Budget for fiscal year 2024-2025.

Motion: Martinez Second: Rosario Vote: 4-0

12.27 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2024-2025 SCHOOL YEAR (Adrianzen)
The Board approved the attendance for the Governing Board and the Superintendent to individually selected conferences/events and other leadership professional development opportunities for the 2024-2025 school year.

Motion: Rosario Second: R. Lopez Vote: 4-0

12.28 GOVERNING BOARD MEMBERSHIP FOR THE 2024-2025 FISCAL YEAR (Potter)
The Board approved Board membership to the California School Boards Association for the 2024-2025 fiscal year.

Motion: Martinez Second: R. Lopez Vote: 4-0

12.29 CONSOLIDATED APPLICATION FOR 2024-2025 FUNDING (Adrianzen)
The Board approved the submission of the 2024-25 Consolidated Application for categorical funding of Title I, II, III and IV.

Motion: Martinez Second: Rosario Vote: 4-0

12.30 RESOLUTION NO. 23/24-0048 TO SUPPORT EQUALITY FOR ALL IN THE SAN YSIDRO SCHOOL DISTRICT (Potter)
The Board adopted Resolution No. 23/24-0048 to Support Equality for All in the San Ysidro School District.

Motion: Martinez Second: R. Lopez Vote: 4-0

13. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

13A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Bojorquez)
The Board approved the employment for the following as recommended by staff:

13A.1 Child Nutrition Specialist
a. Sabrina Quintero Jaime, TBD

13A.2 Delivery Person
a. Andrew Hernandez, MOTF

13B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Bojorquez)
The Board approved the employment for the following as recommended by staff:

13B.1 Language, Speech and Hearing Specialist
a. Jenny Magallon, Willow

13B.2 Resource Specialist
a. Benjamin Wayne, San Ysidro Middle

13B.3 Temporary Classroom Teacher K-8 (Science)
a. Eduardo Coronado, San Ysidro Middle

13C. CURRICULUM & INSTRUCTION

13C.1 SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2024-2025 SCHOOL YEAR (Little)
The Board approved the 2024-2025 School Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

13C.2 UPDATED ENGLISH LEARNER RECLASSIFICATION CRITERIA (Little)
The Board approved the updated English Learner Reclassification Criteria to align with the guidelines from the State Board of Education and from our Multilingual Language Learner Master Plan.

13C.3 PURCHASE OF ELA AND ELD INSTRUCTIONAL MATERIALS FROM BENCHMARK EDUCATION COMPANY (Little)
The Board approved the purchase of additional ELA instructional materials from Benchmark Education Company at the total cost of $127,166.75 from the Arts and Music Discretionary Block Grant.

13C.4 PURCHASE OF SCIENCE AND SOCIAL STUDIES INSTRUCTIONAL MATERIALS FROM MCGRAW HILL, LLC (Little)
The Board approved the purchase of additional Science and Social Studies instructional materials from McGraw Hill, LLC at the total cost of $37,740.35 from the Arts and Music Discretionary Block Grant.

13C.5 PURCHASE OF AMPLIFY ELA CORE INSTRUCTIONAL MATERIALS FROM AMPLIFY EDUCATION, INC. (Little)
The Board approved the purchase of Amplify ELA Core instructional materials from Amplify Education, Inc. for our middle schools at the cost of $40,363.95 from the Arts and Music Discretionary Block Grant.

13C.6 LICENSE SUBSCRIPTION RENEWAL WITH IXL LEARNING FOR THE IXL ELA AND MATH PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL (Little/Herrera-Cevallos)
The Board approved the license subscription with IXL Learning for the renewal of the IXL Math and ELA program at Vista Del Mar Middle School at the total cost of $10,320.00 from Title I Fund.

13C.7 RENEWAL OF THE TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL (Little/Herrera-Cevallos)
The Board approved the renewal of the Teachers Pay Teachers (TpT) School Access license subscription for Vista Del Mar Middle School during the 2024-25 school year at the total cost of $4,125.00 from the Title I Fund.

13C.8 SECONDARY SCHOOL SUBSCRIPTION PACKAGE FROM 3RD MILLENNIUM CLASSROOMS FOR VISTA DEL MAR MIDDLE (Little/Herrera-Cevallos)
The Board approved the purchase of the Secondary School subscription package from 3rd Millennium Classrooms as a student prevention and intervention program for Vista Del Mar Middle School at the total cost of $2,500.00

from the Title I Fund.

13C.9 LICENSE SUBSCRIPTION WITH SOFT SKILLS AHA TO IMPLEMENT THE SOFT SKILLS MIDDLE PROGRAM (Little/Herrera-Cevallos)
The Board approved the license subscription with Soft Skills AHA for the implementation of the Soft Skills Middle Program at Vista Del Mar Middle during the 2024-25 school year for a total cost of $300.00 from the Title I fund.

13D. BUSINESS

13D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District from May 1, 2024, to May 31, 2024. This includes all agreements and those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

13D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District from May 1, 2024, to May 31, 2024. This includes all agreements and those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

13D.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

13D.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted the donations and grants valued at $20,997.94 to help support and enrich our educational programs.

13D.5 DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS (Little)
The Board approved the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, recycling and/or destruction in compliance with Education Code 60530.

13D.6 PURCHASE AGREEMENT WITH RENAISSANCE LEARNING, INC. – EDUCLIMBER SYSTEM (Little)
The Board approved the purchase agreement with Renaissance Learning, Inc. for the districtwide implementation of the eduCLIMBER System during the 2024-25 school year at the total cost of $36,931.89 from the Arts and Music Discretionary Block Grant.

13D.7 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP (Little)
The Board approved the agreement with San Diego County Office of Education for our schools' sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of $136,479.06 from student fees, school fundraisers and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation for the program in the 2024-25 school year.

13D.8 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY (Little/Ramos)
The Board approved the agreement with the YMCA of San Diego County to provide Extended Learning Programs, including intersession, before and after school, and youth enrichment services, at all school sites during the 2024-25 school year at a cost of $4,717,515.54 from the After School Education and Safety (ASES) grant and the Expanded Learning Opportunities Program (ELO-P) fund.

13D.9 SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP (Potter)
The Board approved the San Diego County School Boards Association Membership for 2024-2025 at a cost of $346.72 from the General fund.

13D.10 AGREEMENT WITH DR. DEBRA DUPREE / RELATIONSHIPS AT WORK FOR INTERACTIVE PROCESS SERVICES (Bojorquez)
The Board approved/ratified the agreement with Dr. Debra Dupree, Consultant of Relationships at Work, for interactive process services. Costs will be paid from the General fund. This agreement will be for June 2024 services only.

13D.11 AGREEMENT WITH SPECIALIZED THERAPY SERVICES (Little/Madera)
The Board approved/ratified the agreement with Specialized Therapy Services for the 2024-2025 school year to provide independent assessments for a student with special needs. Cost implications from the Special Education fund.

13D.12 AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS (Little/Madera)
The Board approved the agreement with AcademiCognitive Connections for the 2024-2025 school year to Connections to provide Psychoeducation Evaluation (IEE), Neuropsychological Evaluation (IEE), Functional Behavior Assessment (FBA), Educationally-Based Mental Health Evaluation (IEE), and Consultation for students with special needs. Cost implications will be paid from the Special Education fund.

13D.13 AGREEMENT WITH RADIANT KIDS THERAPY (Little/Madera)
The Board approved/ratified the agreement with Radiant Kids Therapy for the 2024-2025 school year to provide independent evaluation for a student with special needs. Cost implications will be paid from the Special Education Fund.

13D.14 MEMORANDUM OF UNDERSTANDING (A) WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2024-25 SCHOOL YEAR (Little/Villezcas)
The Board approved the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2024-25 at the estimated cost of $250,000.00 from the Educator's Effectiveness Grant.

13D.15 MEMORANDUM OF UNDERSTANDING (B) WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2024-25 SCHOOL YEAR (Little/Villezcas)
The Board approved the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2024-25 at the estimated cost of $520,000.00 from the Community Schools Grant.

13D.16 AGREEMENT WITH MERIT J. RICHARDSON, SCHOOL TRANSPORTATION CONSULTANT (Iniguez)
The Board approved the agreement with Merit J. Richardson, School Transportation Consultant, to provide School Bus Driver Instructor training during FY 2024-25 at $105.00 per hour, which will be paid from the General fund.

13D.17 AGREEMENT WITH AMERICAN PRODUCE (Iniguez)
The Board approved the agreement with American Produce as the produce vendor for the Child Nutrition Department for 2024-25.

13D.18 AGREEMENTS WITH GOLD STAR FOODS (Iniguez)
The Board approved the agreement with Gold Star Foods to provide food commodities during 2024-25 school year to the District's Nutrition Services Department through the existing "piggyback" agreements between Gold Star Foods and the various school districts RFPs.

~~**13D.19 AGREEMENT WITH NEW DIRECTION SOLUTIONS, LLC DBA PROCARE THERAPY** (Little/Madera)~~

This agenda item was pulled

~~Approve/Ratify the agreement with New Direction Solutions, LLC dba ProCare Therapy for the 2024-2025 school year to provide healthcare services for students with special needs. Cost implications will be paid from the General fund.~~

14. ADJOURNMENT Time: 7:16 p..m.

Board Member Antonio Martinez made a motion to adjourn the meeting, seconded by Board Vice President Rosario. The vote was 4-0.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 20, 2024
3:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, June 20, 2024, and conducted its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 3:11 p..m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members present:
Mrs. Irene Lopez, Board President
Mrs. Zenaida Rosario, Board Vice-President
Mr. Antonio Martinez, Board Clerk - Arrived at 4:52 p.m.
Mr. Rudy Lopez, Board Member
Mrs. Rosaleah Pallasigue, Board Member - Absent

3. FLAG SALUTE by Board President, Irene Lopez

4. AGENDA
The Board approved the agenda.

Motion: I. Lopez Second: R. Lopez Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda.
Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to the start of the meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP
2023-2024 State of the District End of the Year Review.

Board President I. Lopez made a motion to adjourn the meeting, seconded by Board Vice President Rosario. The vote was 4-0.

7. ADJOURNMENT Time: 4:55 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR MANUELA COLOM

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Manuela Colom employment as a Substitute/Coach for various Certificated Management positions, beginning as early as July 1, 2024

RECOMMENDATION:
Approve/Ratify the temporary offer of employment for Manuela Colom as a Substitute/Coach for various Certificated Management positions, effective as early as July 1, 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒Yes ☐ No	

$788.71		
(Amount)	(Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT

Manuela Colom
994 Rosal Court
Chula Vista, CA 91910

The Board of Trustees hereby offer you employment as a Substitute/Coach for various Certificated Management positions on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$788.71.**

2. Your interim service in the above named position will begin as early as July 1, 2024. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Substitute/Coach for various Certificated Management positions you will be responsible for performing the job duties of the assigned administrator position.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. Said salary shall not exceed the allowable STRS income limitations which is $74,733 for the 2024-2025 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children within 30 days of beginning your employment with the District.

11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____
Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE:_____ SIGNED: _____

Manuela Colom

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT FOR GLORIA MENA

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Gloria Mena employment as a Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal and Principal, beginning as early as July 12, 2024.

RECOMMENDATION:
Approve the temporary offer of employment for Gloria Mena as Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal or Principal, effective as early as July 12, 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒Yes ☐ No	

$633.67		
(Amount)	(Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT

Gloria Mena
708 Martos Place
Chula Vista CA 91910

The Board of Trustees hereby offer you employment as a Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal and Principal. The terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$633.67.**

2. Your interim service in the above named position will begin as early as July 12, 2024. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

4. Said salary shall not exceed the allowable STRS income limitations which is $74,733 for the 2024-2025 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

5. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

6. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

7. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

8. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

9. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed:_____
Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE:_____ SIGNED: _____
Gloria Mena

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association's initial ("sunshine") proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association's ratification procedure.

RECOMMENDATION:
Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 7. TRANSFER, REASSIGNMENT AND PROMOTION
ARTICLE 11. VACATION PLAN
and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on July 11, 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A

	--
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

AFL-CIO
California School Employees Association
6341 Nancy Ridge Drive
San Diego, CA 92121
(858) 458-0300
(800) 675-9939
www.csea.com

Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest independent classified employee association

AEU

April 4, 2024

Via Electronic Mail
karlitatronix@hotmail.com

Karla Montanez Meza, Chapter President
San Ysidro 154, CSEA
1244 Dennery Rd. APT 309
San Diego, CA 92154

Re: Initial Proposal for Contract Reopener

Dear Chapter President Montanez Meza:

I have received the initial proposal for the contract reopener between San Ysidro Elementary School District and California School Employees Association and its San Ysidro Chapter 154.

It has been reviewed in accordance with Policy 610. I have found no apparent violations of law, CSEA's Constitution and Bylaws or Policy. **This initial proposal will need to be approved by the membership prior to starting negotiations.**

Please remember, once a tentative agreement has been reached, a signed copy of the tentative agreement must be forwarded to the field office immediately for a Policy 610 review **before** the tentative agreement may be ratified.

Please feel free to contact my office if you have any questions or concerns.

In Solidarity,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Gary Snyder
Field Director

GS/mr

Cc: Mark Reagles, Regional Representative 52; Troy Johnson, Area K Director; Kyler Miller, Labor Relations Representative; Angela Schwab, Senior Labor Relations Representative; Chapter 154 Contract File

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER #154
INITIAL PROPOSAL FOR THE
REOPENER CONTRACT NEGOTIATIONS TO THE
SAN YSIDRO SCHOOL DISTRICT

Pursuant to the Educational Employees Relations Act (EERA) and Article XX of the current Collective Bargaining Agreement (CBA) between the San Ysidro School District (District) and the California School Employees Association and its Chapter #154 (CSEA), CSEA Submits this initial proposal to meet and negotiate with the District for the annual reopener contract negotiations.

ARTICLE VII: TRANSFER, REASSIGNMENT AND PROMOTION

CSEA will propose clarifying language for the increase of hours currently contained in this article.

ARTICLE XI: VACATION PLAN

CSEA will propose an increase to vacation accruals and clarify mandated vacation days for 10 and 11-month bargaining unit members.

.

These shall be considered initial proposals. CSEA retains the right to amend, modify, add to or delete from these proposals at any time during the negotiations process.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on July 11, 2024. This initial proposal is subject to the California School Employees Association's ratification procedure.

RECOMMENDATION:
Close Public Hearing for the California School Employees Association to open Article 7 and Article 11 with the San Ysidro School District for successor negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A

	--
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the California School Employees Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the California School Employees Association, it is now appropriate for the Board to offer public comment on the California School Employees Association's initial ("sunshine") proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

This initial proposal is subject to the California School Employees Association's ratification procedure.

RECOMMENDATION:
Accept the initial proposals of the California School Employees Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between California School Employees Association and the Board of Education consisting of the following initial topics:

ARTICLE 6. LEAVES
and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on July 11, 2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A

	--
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Manuel Bojorquez
Director of Human Resources

San Ysidro School District's
Initial Sunshine Proposal to
California School Employees Association
and its San Ysidro Chapter 154
July 11, 2024

San Ysidro School District ("District") proposes the following for the collective bargaining agreement successor negotiations with California School Employees Association and its San Ysidro Chapter 154.

Article 6 - Leaves

The district would like to clarify language for employees leaves.

The District reserves the right to add, delete, modify, amend, or otherwise revise its proposals until a complete tentative agreement has been reached.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on July 11, 2024.

RECOMMENDATION:
Close Public Hearing for the San Ysidro School District to open Article 6 with the California School Employees Association for successor negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A

	--
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0009 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2024-25 FISCAL YEAR

BACKGROUND INFORMATION:
Special Tax Rates (Mello-Roos) levied in Community Facilities District (CFD) No. 1, No. 2, and No. 3 are established pursuant to the Rates and Method calculations developed at inception of the CFDs. These tax rates are adjusted each year and rates for development and underdeveloped land are established.

The new rates for 2024-25 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

FUNDING SOURCE:
CFD Tax Assessments to Payoff COPS

RECOMMENDATION:
Approve and adopt Resolution No. 24/25-0009.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District

RESOLUTION No. 24/25-0009

Resolution Establishing Annual Special)
Tax Rates for Community Facilities)
Districts No. 1, No. 2 and No. 3)

On motion of Member _____, seconded by Member _____ , the following Resolution is adopted:

WHEREAS, the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, CALIFORNIA,
(hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearing, conducted elections and received favorable votes for the qualified electors relating to the levy of special taxes in a community facility district, as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The Community Facilities Districts are known and designated as follows:

COMMUNITY FACILITIES DISTRICT NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2
COMMUNITY FACILITIES DISTRICT NO. 3

(hereinafter referred to as the "CFD No. 1," "CFD No. 2," and "CFD No. 3", collectively "Districts");
and,

WHEREAS, the legislative body, by Ordinances adopted for the Districts as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for costs and expenses related to each such District, and this legislative body is desirous to establish the rate of the special taxes to be collected within CFD No. 1, CFD No. 2, and CFD No. 3 for the next fiscal year.

BE IT RESOLVED:

Section l. That the above recitals are all true and correct.

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2024-2025 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.

Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

A. Payment of principal and interest on any outstanding authorized bonded indebtedness.

B. Necessary replenishment of bond reserve funds or other reserve funds,

C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.

Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.

Section 8. The Auditor of the County if hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 11th day of July, 2024 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 24/25-0009 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____

Gina A. Potter, Ed.D., Superintendent
Secretary of the Governing Board

Community Facilities District No. 1 Annual Special Tax Report

Fiscal Year Ending June 30, 2024

San Ysidro School District

2024 / 2025

KeyAnalytics

A division of California Financial Services

District Administration

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Introduction

Community Facilities District No. 1 ("CFD No. 1") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 1 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 1 encompass approximately 85 acres within the City of San Diego. As of the date of this Annual Special Tax Report ("Report"), all property zoned for residential development within CFD No. 1 has been developed.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 1 for the purpose of establishing the Special Tax Levy for Fiscal Year 2024/2025. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 1.

Section II – Fiscal Year 2023/2024 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2023/2024 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 1.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 1 for Fiscal Year 2024/2025.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 1.

Section VI – Fiscal Year 2024/2025 Special Tax Levy

Section VI provides the Fiscal Year 2024/2025 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 1 with those repaid from other revenue sources including Community Facilities District Nos. 2 and 3. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 1 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 1 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation issued in the amount of $16,455,000 on April 29, 2021.

The Special Taxes levied and collected on taxable property within CFD No. 1 (net of certain administrative expenses of CFD No. 1) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District are outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2023/2024 Special Tax Levy

Each Fiscal Year, CFD No. 1 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2023/2024.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2023/2024 is summarized by Special Tax classification in the table below.

Fiscal Year 2023/2024 Special Tax Levy

Tax Class	Property Category	Unit Type	Number of Square Feet/Acres	Average Special Tax Rate [1]	Total Special Taxes
Final Land Use	Single Family Detached	Square Feet	570,515	$0.6682 per Sq Ft	$381,211.60
Vacant Land Use	NA	Acres	0	$0.00 per Acre	0.00
Total			**570,515**		**$381,211.60**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 1, for the Fiscal Year 2023/2024 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2023/2024 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 1
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$503,092.52	3	$500,378.40	$2,714.12	0.54%	$0.00	0.00%
2020/2021	513,155.30	7	507,452.70	5,702.60	1.11%	0.00	0.00%
2021/2022	523,418.98	4	519,997.70	3,421.28	0.65%	0.00	0.00%
2022/2023	533,887.42	3	531,190.00	2,696.91	0.51%	1,478.57	0.28%
2023/2024	381,211.60	4	377,720.87	3,490.73	0.92%	3,490.73	0.92%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 1.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.01) is $254,366.90. A summary of the transactions from July 1, 2023 to May 31, 2024 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of May 31, 2024 of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of May 31, 2024

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,576.88
2015	Lease Payment Fund	21902100-1	2,111.27
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	61.81
2016	Lease Payment Fund	22956900-1	3,619.72
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	331,211.79
2021	CFD No. 2 Special Tax Fund	21758900-2	670,204.24
2021	CFD No. 3 Special Tax Fund	21758900-3	2,259,950.58
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	9,537.95
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.20
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	149.02
2021	CFD No. 3 Interest Account	25931801-1	0.45
2021	CFD No. 3 Principal Account	25931801-2	222.07
2021	Surplus Fund	25931801-3	0.00
Total			**$3,778,660.98**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 1 based on the financial obligations for Fiscal Year 2024/2025.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 1 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 1 or Lease Payments are available to fund the Authorized Facilities of CFD No. 1. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2024/2025.

Annual Special Tax Requirement for CFD No. 1

Fiscal Year 2023/2024 Remaining Sources		**$585,578.69**
Balance of Fund 49 (as of May 31, 2024)	$254,366.90	
Balance in CFD No. 1 Special Tax Fund (as of May 31, 2024)	331,211.79	
Fiscal Year 2023/2024 Remaining Obligations		**($585,578.69)**
COP Lease Payment Pledge [1]	($263,329.21)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(292,249.48)	
Fiscal Year 2023/2024 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2024/2025 Obligations		**($125,587.80)**
COP Lease Payment Pledge [1]	($93,219.04)	
Administrative Expense Budget	(35,149.78)	
Anticipated Special Tax Delinquencies [2]	(1,150.00)	
Direct Construction of Authorized Facilities	(3,931.02)	
Fiscal Year 2024/2025 Annual Special Tax Requirement		**$125,587.80**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.
[2] Assumes the Second Installment for Fiscal Year 2023/2024 delinquency rate of 0.92%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2024/2025 Administrative Expenses are shown in the table below.

Fiscal Year 2024/2025 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2024/2025 Budget
District Staff and Expenses	$7,500.00
Consultant Expenses	14,200.00
County Tax Collection Fees	10.80
Contingency for Legal	13,438.98
Total Expenses	**$35,149.78**

V. Development

Each Fiscal Year, parcels within CFD No. 1 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 1. For reference, the boundary map of CFD No. 1 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Final Land Use once a Building Permit is issued prior to July 1 of the current Fiscal Year. Once classified as Final Land Use, each parcel is taxed for a period not to exceed 25 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 1.

After a parcel exceeds 25 years of paying their Special Tax Obligation, they will no longer be subject to the Special Tax of CFD No. 1. The table below summarizes the number of parcels that have completed their Special Tax obligation and are no longer subject to the Special Tax of CFD No. 1.

Summary of Parcels that have fulfilled their Special Tax Obligation
Fiscal Year 2024/2025

Initial Year Classified	Final Year Levied	Property Category	Number of Units
1992/1993	2016/2017	Single Family Detached	68
1998/1999	2022/2023	Single Family Detached	152
1999/2000	2023/2024	Single Family Detached	239
Total			**459**

The table below summarizes the number of parcels currently subject to a Special Tax with Building Permits issued and the fiscal year those parcels were initially classified as Final Land Use.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2024/2025

Initial Year Classified	Property Category	Number of Units	Number of Square Feet/Acres
2000/2001	Single Family Detached	107	182,415
2001/2002	Single Family Detached	1	1,607
Total		**108**	**184,022**

VI. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 1 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2024/2025 by Property Category as determined by the RMA for CFD No. 1 can be found in the table below.

Special Tax Levy of CFD No. 1

Tax Class	Property Category	Unit Type	Number of Square Feet/Acres	Average Special Tax Rate [1]	Total Special Taxes
Final Land Use	Single Family Detached	Square Feet	184,022	$0.6682 per Sq Ft	$125,587.80
Vacant Land Use	NA	Acres	0	$0.00 per Acre	0.00
Total			**184,022**		**$125,587.80**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

https://calschools.sharepoint.com/cfs/unregulated/san ysidro/developer revenue/cfd admin/cfd no. 1/fy 2024-25/sanysidrosd_cfd1_fy2425_specialtaxreport_d1.docx

Exhibit A

Rate and Method of Apportionment

EXHIBIT E
COMMUNITY FACILITIES DISTRICT REPORT
COMMUNITY FACILITIES DISTRICT NO. 1
San Ysidro School District

MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The Resolution of Intention refers to this Exhibit for an explanation of the rate and method of apportionment of the Special Tax so as to allow each landowner or resident within the District to estimate the maximum annual amount of the Special Taxes to be levied.

BASE TAX

The base tax for fiscal year 1992-93 is $0.34 per square foot of developed residential property (square footage is measured at the outside wall but does not include garages, open walkway, etc.), and said base tax shall be annually adjusted to reflect changes in the Building Cost Index, but the annual increase will not be less than 2% nor more than 15%. Once a property is subject to a final building permit and thus is within the Category I tax rate, said property and tax rate shall only be subject to escalation not to exceed 2% per year. The "Building Cost Index" shall be the Building Cost Index for the City of Los Angeles adjusted annually based upon the last available data as of June 30 of each year, as set forth in the ENGINEERING NEWS-RECORD (ENR), McGraw-Hill Construction Weekly.

TAX RATES

Tax Rates shall be based upon and not exceed the annual base tax adjusted by the tax factor for each tax category as set forth below as determined on June 30 of each year. All taxable property shall be subject to a single rate of Special Tax levied as follows:

PROPERTY TAX CATEGORIES AND SPECIAL TAX FACTORS

CATEGORY I: FINAL LAND USE: All property within Zone "A" and "B", upon the issuance of a building permit prior to July 1 of the current fiscal year, shall be subject to the following taxes for a period not to exceed 25 years, said tax to be levied to pay for authorized public capital facilities and debt service on issued bonds:

PROPERTY CATEGORY	FACTORS (% OF BASE TAX)
Single Family Dwelling Unit	100
Duplex	90
Triplex	90
Fourplex	90
Condominium	90
Apartment, per unit	80
Retirement Facility Unit	16.67

OTHER USES	FACTORS (% OF BASE TAX)
Commercial and/or Industrial	16.67

CATEGORY II: VACANT LAND USE: All property within Zone "A" only shall be subject to the following tax if there is insufficient revenue from Category I Special Tax to pay debt service on any outstanding bonds and administrative expenses associated with bonds outstanding and secured by Zone A. Special Taxes shall be levied on Category II property in the following manner:

Not to exceed $7,000.00 per gross acre on any land which is not subject to Category I Special Taxes. The land shall continue to be subject to the Special Tax as needed until all bonds have been discharged.

Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]							COP Lease Payments				
	CFD No. 1	CFD No. 2	CFD No. 3	Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	Series 2015	Series 2016	Series 2021	Total COPs Lease Payments	Remaining Revenue [3]
2024/2025	$125,587.40	$1,005,302.17	$2,633,062.56	($119,509.26)	*$3,644,442.87*	$0.00	$3,644,442.87	$1,582,625.00	$433,750.00	$863,217.52	*$2,879,592.52*	$764,850.35
2025/2026	1,118.64	1,025,408.21	2,685,723.81	(87,165.30)	*3,625,085.36*	0.00	3,625,085.36	1,499,625.00	449,550.00	905,217.52	*2,854,392.52*	770,692.84
2026/2027	0.00	1,045,916.37	2,739,438.29	(87,767.60)	*3,697,587.07*	0.00	3,697,587.07	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	785,294.55
2027/2028	0.00	1,066,834.70	2,794,227.05	(89,522.95)	*3,771,538.81*	0.00	3,771,538.81	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	798,321.29
2028/2029	0.00	1,088,171.40	2,850,111.60	(91,313.41)	*3,846,969.58*	0.00	3,846,969.58	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	818,102.06
2029/2030	0.00	1,109,934.82	2,668,943.36	(93,139.68)	*3,685,738.51*	0.00	3,685,738.51	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	813,170.99
2030/2031	0.00	1,132,133.52	2,617,365.69	(95,002.47)	*3,654,496.74*	0.00	3,654,496.74	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	819,929.22
2031/2032	0.00	1,113,298.18	2,552,165.62	(96,902.52)	*3,568,561.29*	0.00	3,568,561.29	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	819,393.77
2032/2033	0.00	1,111,191.29	2,455,653.20	(98,840.57)	*3,468,003.91*	(350,000.00)	3,118,003.91	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	789,336.39
2033/2034	0.00	1,058,700.38	2,307,471.21	(100,817.38)	*3,265,354.21*	(200,000.00)	3,065,354.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	793,786.69
2034/2035	0.00	527,179.84	2,145,745.76	(102,833.73)	*2,570,091.87*	350,000.00	2,920,091.87	0.00	922,950.00	1,206,117.52	*2,129,067.52*	791,024.35
2035/2036	0.00	0.00	2,104,204.82	(58,272.45)	*2,045,932.38*	225,000.00	2,270,932.38	0.00	363,150.00	1,166,117.52	*1,529,267.52*	741,664.86
2036/2037	0.00	0.00	1,968,469.75	(59,437.90)	*1,909,031.86*	(125,000.00)	1,784,031.86	0.00	267,800.00	806,517.52	*1,074,317.52*	709,714.34
2037/2038	0.00	0.00	1,926,744.25	(60,626.65)	*1,866,117.59*	(150,000.00)	1,716,117.59	0.00	0.00	1,001,477.52	*1,001,477.52*	714,640.07
2038/2039	0.00	0.00	1,298,924.29	(61,839.19)	*1,237,085.11*	650,000.00	1,887,085.11	0.00	0.00	1,146,502.52	*1,146,502.52*	740,582.59
2039/2040	0.00	0.00	1,313,029.42	(63,075.97)	*1,249,953.45*	0.00	1,249,953.45	0.00	0.00	557,650.02	*557,650.02*	692,303.43
2040/2041	0.00	0.00	1,312,448.63	(64,337.49)	*1,248,111.14*	100,000.00	1,348,111.14	0.00	0.00	632,525.02	*632,525.02*	715,586.12
2041/2042	0.00	0.00	1,338,697.61	(65,624.24)	*1,273,073.37*	0.00	1,273,073.37	0.00	0.00	555,487.52	*555,487.52*	717,585.85
2042/2043	0.00	0.00	1,365,471.56	(66,936.72)	*1,298,534.83*	0.00	1,298,534.83	0.00	0.00	564,912.52	*564,912.52*	733,622.31
2043/2044	0.00	0.00	1,392,780.99	(68,275.46)	*1,324,505.53*	0.00	1,324,505.53	0.00	0.00	573,887.52	*573,887.52*	750,618.01
2044/2045	0.00	0.00	1,420,636.61	(69,640.97)	*1,350,995.64*	0.00	1,350,995.64	0.00	0.00	586,775.00	*586,775.00*	764,220.64
2045/2046	0.00	0.00	1,391,305.89	(71,033.79)	*1,320,272.10*	0.00	1,320,272.10	0.00	0.00	549,068.76	*549,068.76*	771,203.34
2046/2047	0.00	0.00	1,419,132.01	(72,454.46)	*1,346,677.54*	0.00	1,346,677.54	0.00	0.00	556,956.26	*556,956.26*	789,721.28
2047/2048	0.00	0.00	1,274,395.36	(73,903.55)	*1,200,491.81*	0.00	1,200,491.81	0.00	0.00	414,368.76	*414,368.76*	786,123.05
2048/2049	0.00	0.00	1,019,614.41	(75,381.62)	*944,232.79*	0.00	944,232.79	0.00	0.00	164,868.76	*164,868.76*	779,364.03
2049/2050	0.00	0.00	904,577.98	(76,889.26)	*827,688.72*	0.00	827,688.72	0.00	0.00	46,068.76	*46,068.76*	781,619.96
Total	**$2,078,379.34**	**$15,111,976.11**	**$59,117,821.80**	**($2,525,603.41)**	**$73,782,573.83**	**$500,000.00**	**$74,282,573.83**	**$21,123,125.00**	**$8,462,250.00**	**$22,515,569.08**	**$52,100,944.08**	**$22,181,629.75**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

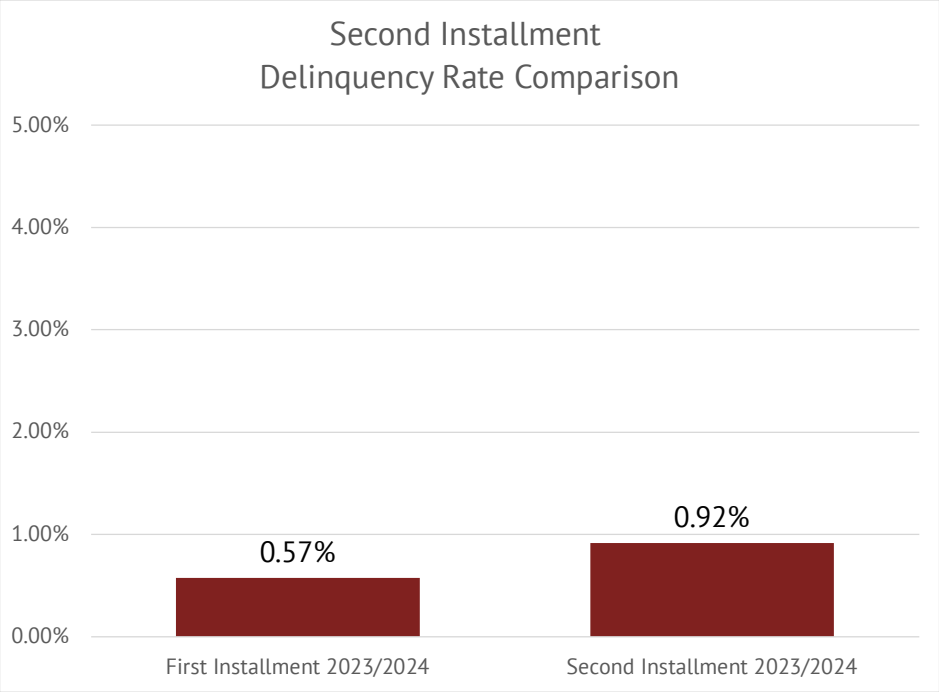
San Ysidro School District Community Facilities District No. 1

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2024	**$381,211.60**
Amount Paid	**$377,720.87**
Amount Remaining to be Collected	**$3,490.73**
Number of Parcels Delinquent	**4**
Delinquency Rate	**0.92%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshold	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

San Ysidro School District Community Facilities District No. 1

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$503,092.52	3	$500,378.40	$2,714.12	0.54%	$0.00	0.00%
2020/2021	513,155.30	7	507,452.70	5,702.60	1.11%	0.00	0.00%
2021/2022	523,418.98	4	519,997.70	3,421.28	0.65%	0.00	0.00%
2022/2023	533,887.42	3	531,190.51	2,696.91	0.51%	1,478.57	0.28%
2023/2024 [1]	381,211.60	4	377,720.87	3,490.73	0.92%	3,490.73	0.92%

[1] Delinquency data as of April 10, 2024.

Historical Delinquency Rate

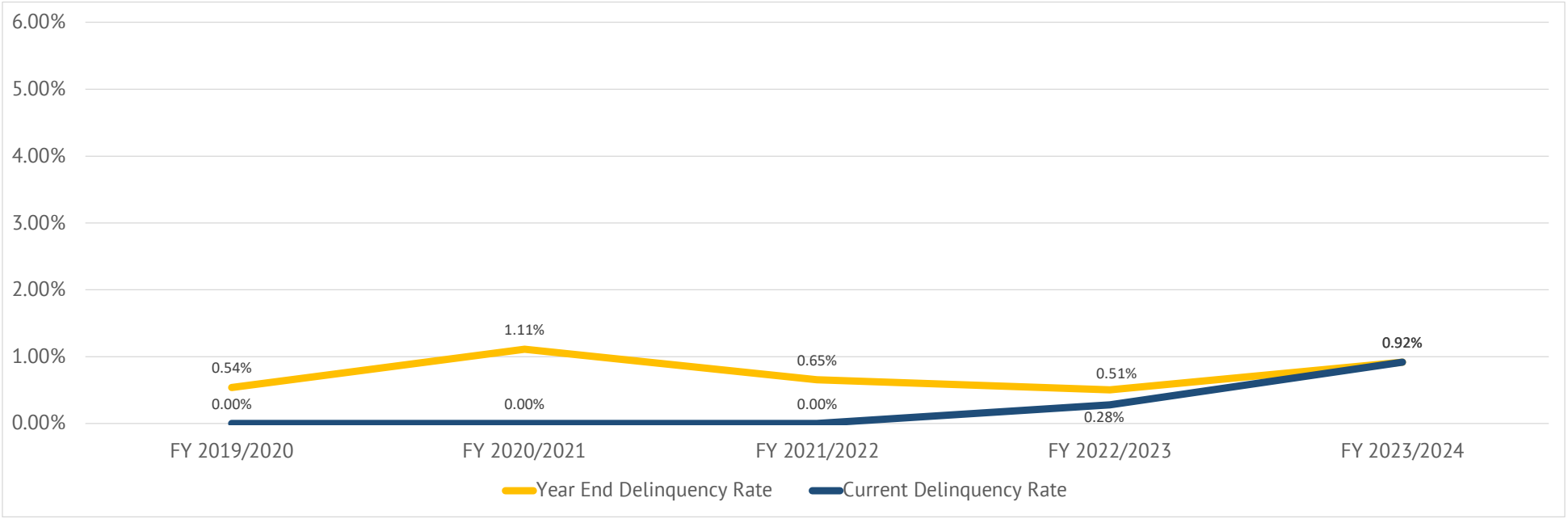


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:01

Subfund: Fund 49.1:9010 (CFD #1) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	$37,127.88	$8,104,272.21	$0.00	$0.00	($7,616,248.95)	$525,151.14			BEGINNING BALANCE
07-21-2023		$1,287.17				$526,438.31		FA-0001170631	Tax Apport #12-Investment Fds
09-06-2023		$1,358.43				$527,796.74		FA-0001191842	Tax Apport #2-Investment Fds
10-23-2023	$230.44					$528,027.18		FA-0001207960	Interest 1Q-1st distribution
10-31-2023					($249,927.00)	$278,100.18	San Ysidro School District	DO-0001222022	Clear Exp Susp 10.31.23 COPS F
10-31-2023					($245,906.31)	$32,193.87	San Ysidro School District	DO-0001222022	Clear Exp Susp 10.31.23 COPS F
11-14-2023		$7,485.91				$39,679.78		FA-0001215589	Tax Apport #4-Investment Fds
12-12-2023		$37,350.82				$77,030.60		FA-0001225268	Tax Apport #5-Investment Fds
12-28-2023	$1,874.18					$78,904.78		FA-0001228076	Interest 1Q-2nd distribution
01-09-2024	$672.28					$79,577.06		FA-0001230644	Interest 1Q-3rd distribution
01-16-2024		$152,687.85				$232,264.91		FA-0001231431	Tax Apport #6-Investment Fds
01-23-2024	$59.68					$232,324.59		FA-0001233587	Interest 2Q-1st distribution
02-13-2024		$5,885.97				$238,210.56		FA-0001240951	Tax Apport #7-Investment Fds
03-19-2024		$5,218.62				$243,429.18		FA-0001253608	Tax Apport #8-Investment Fds
03-25-2024	$354.23					$243,783.41		FA-0001256977	Interest 2Q-2nd distribution
04-16-2024		$168,756.10				$412,539.51		FA-0001262577	Tax Apport #9-Investment Fds
04-18-2024	$168.83					$412,708.34		FA-0001263507	Interest 2Q-3rd distribution
04-22-2024	$65.14					$412,773.48		FA-0001264804	Interest 3Q-1st distribution
05-14-2024		$1,824.38				$414,597.86		FA-0001272107	Tax Apport #10-Investment Fds
	$3,424.78	$381,855.25	$0.00	$0.00	($495,833.31)	($110,553.28)			DATE RANGE BALANCE
Subfund Total	**$40,552.66**	**$8,486,127.46**	**$0.00**	**$0.00**	**($8,112,082.26)**	**$414,597.86**	**Total for Fund 49.1:9010 (CFD #1) - Acquisition Fund**		

Subfund: Fund 49.1:9999 (CFD #1) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	($1,575.25)	$1,575.25	$0.00	$0.00	$0.00	$0.00			BEGINNING BALANCE
07-21-2023		$1,484.22				$1,484.22		FA-0001168407	Interest 4Q-1st distribution
08-21-2023				($495,833.31)		($494,349.09)		FA-0001195896	Wire Payment 08/21/2023 - Orac
09-29-2023		$2,448.37				($491,900.72)		FA-0001200515	Interest 4Q-2nd distribution
10-02-2023		$258.89				($491,641.83)		FA-0001201673	Interest 4Q-3rd distribution
10-31-2023				$495,833.31		$4,191.48		DO-0001222022	Clear Exp Susp 10.31.23 COPS F
02-29-2024				($164,422.44)		($160,230.96)		FA-0001253623	Payables A 3575500 183381062|2

Subfund: Fund 49.1:9999 (CFD #1) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
	$0.00	$4,191.48	$0.00	($164,422.44)	$0.00	($160,230.96)			DATE RANGE BALANCE
Subfund Total	**($1,575.25)**	**$5,766.73**	**$0.00**	**($164,422.44)**	**$0.00**	**($160,230.96)**	**Total for Fund 49.1:9999 (CFD #1) - Suspense**		
Fund Total	**$38,977.41**	**$8,491,894.19**	**$0.00**	**($164,422.44)**	**($8,112,082.26)**	**$254,366.90**	**Total for Fund 49:01**		
Grand Total	**$38,977.41**	**$8,491,894.19**	**$0.00**	**($164,422.44)**	**($8,112,082.26)**	**$254,366.90**	**Grand Total for Selected Funds/SubFunds**		

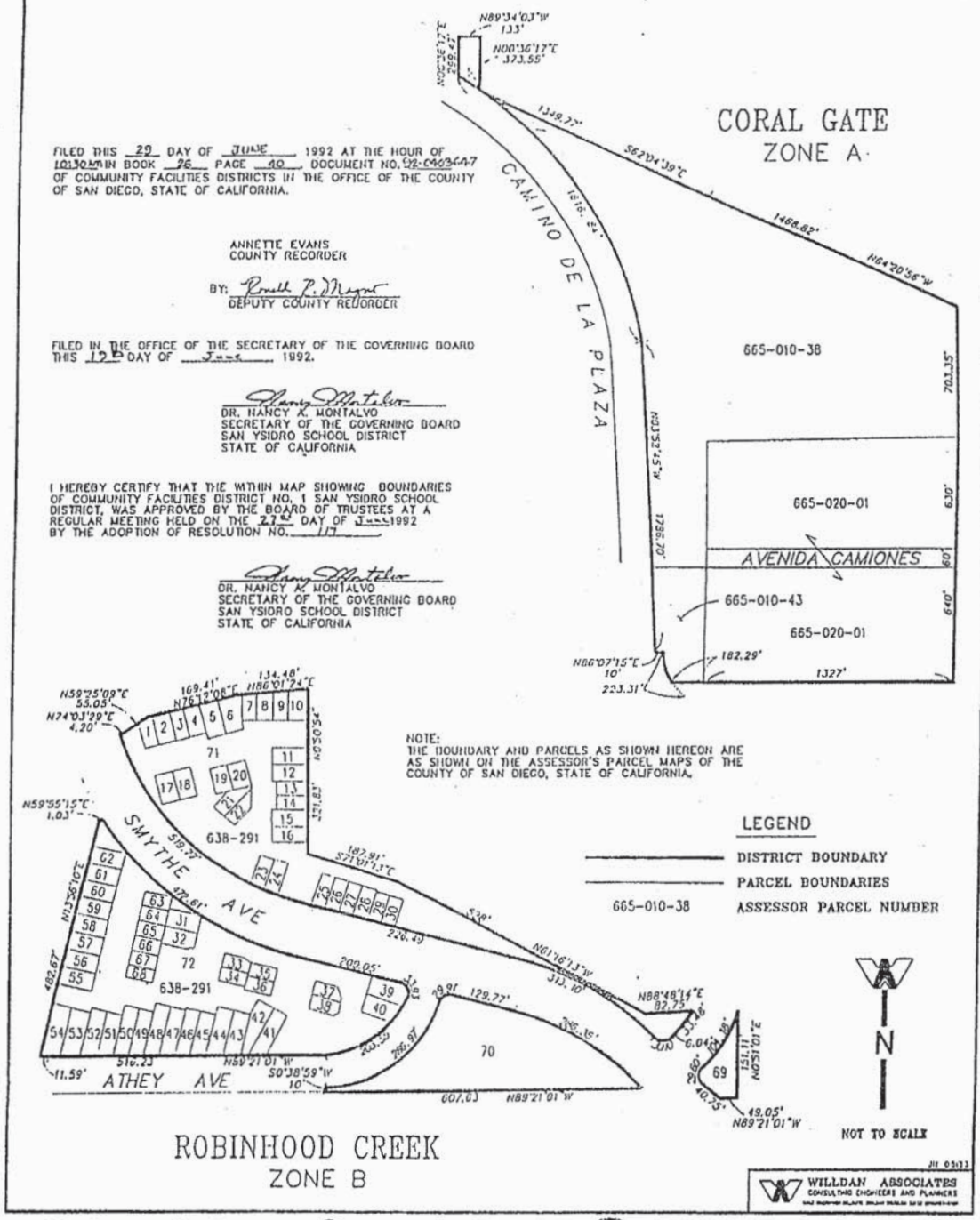
Exhibit E

CFD Boundary Map

EXHIBIT A

BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 1
SAN YSIDRO SCHOOL DISTRICT

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA



FILED THIS 29 DAY OF JUNE 1992 AT THE HOUR OF 10:30 AM IN BOOK 26 PAGE 40, DOCUMENT NO. 92-403647 OF COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

ANNETTE EVANS
COUNTY RECORDER

BY: Rosella P. Meyer
DEPUTY COUNTY RECORDER

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD THIS 12th DAY OF June 1992.

DR. NANCY K. MONTALVO
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1 SAN YSIDRO SCHOOL DISTRICT, WAS APPROVED BY THE BOARD OF TRUSTEES AT A REGULAR MEETING HELD ON THE 27th DAY OF June 1992 BY THE ADOPTION OF RESOLUTION NO. 117

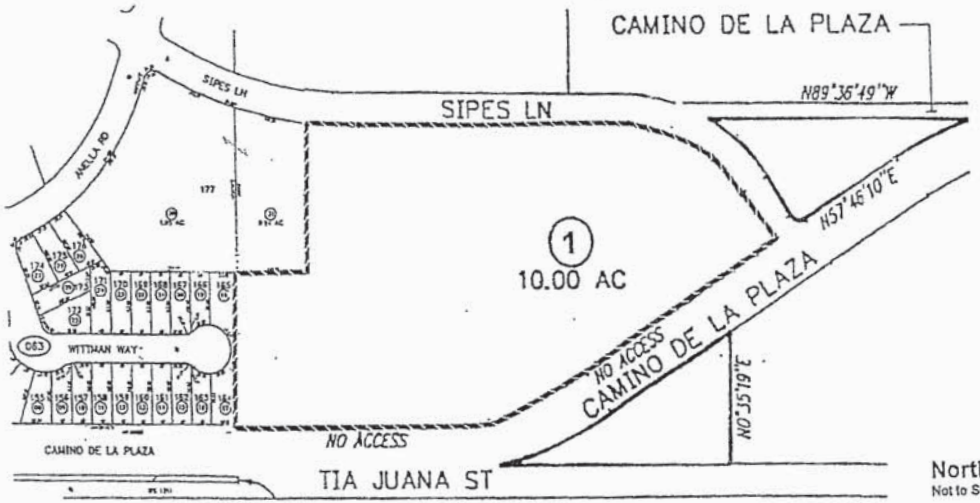
DR. NANCY K. MONTALVO
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

BK 26 PG 40 92-403647

A - 1

BOUNDARY MAP OF ANNEXATION NO. 98/99-01 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

(CORAL GATE/UNIT NO. 4)
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



THIS ANNEXATION MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PREVIOUSLY RECORDED AT BOOK 25 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 40, INSTRUMENT NO. 92-403647, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, CALIFORNIA.

LEGEND

ANNEXATION BOUNDARY ———

LOT NO. (1)

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NO.
1	665-064-02-00

FILED THIS 25 DAY OF MARCH, 1999, AT THE HOUR OF 10:43 O'CLOCK A M. IN BOOK 25, PAGE 12 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO.

Michael J. Kellyman, DEPUTY
COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT THIS 17th DAY OF March, 1999.

Grace A. Kojima
SECRETARY, BOARD OF TRUSTEES
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE 17th DAY OF March, 1999, BY ITS RESOLUTION NO. 98-3202

Grace A. Kojima
SECRETARY, BOARD OF TRUSTEES
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

Special District Financing & Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760)233-2630 Fax: (760)233-2631

Doc No: 1999-0193319

Exhibit F

Assessor's Parcel Maps

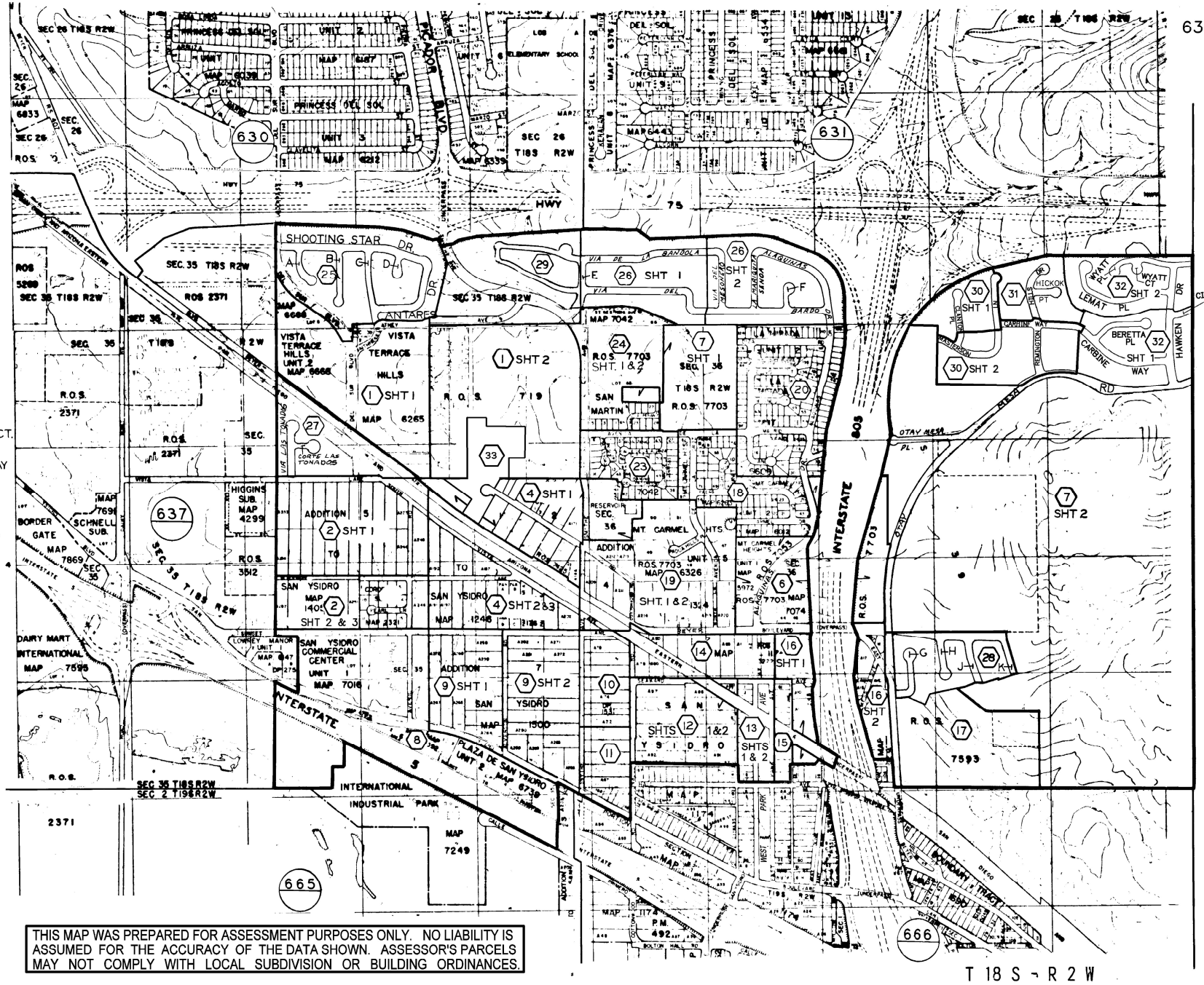
08

76 C# 10060

638—INDEX

07/26/2019 CS 1"=800'

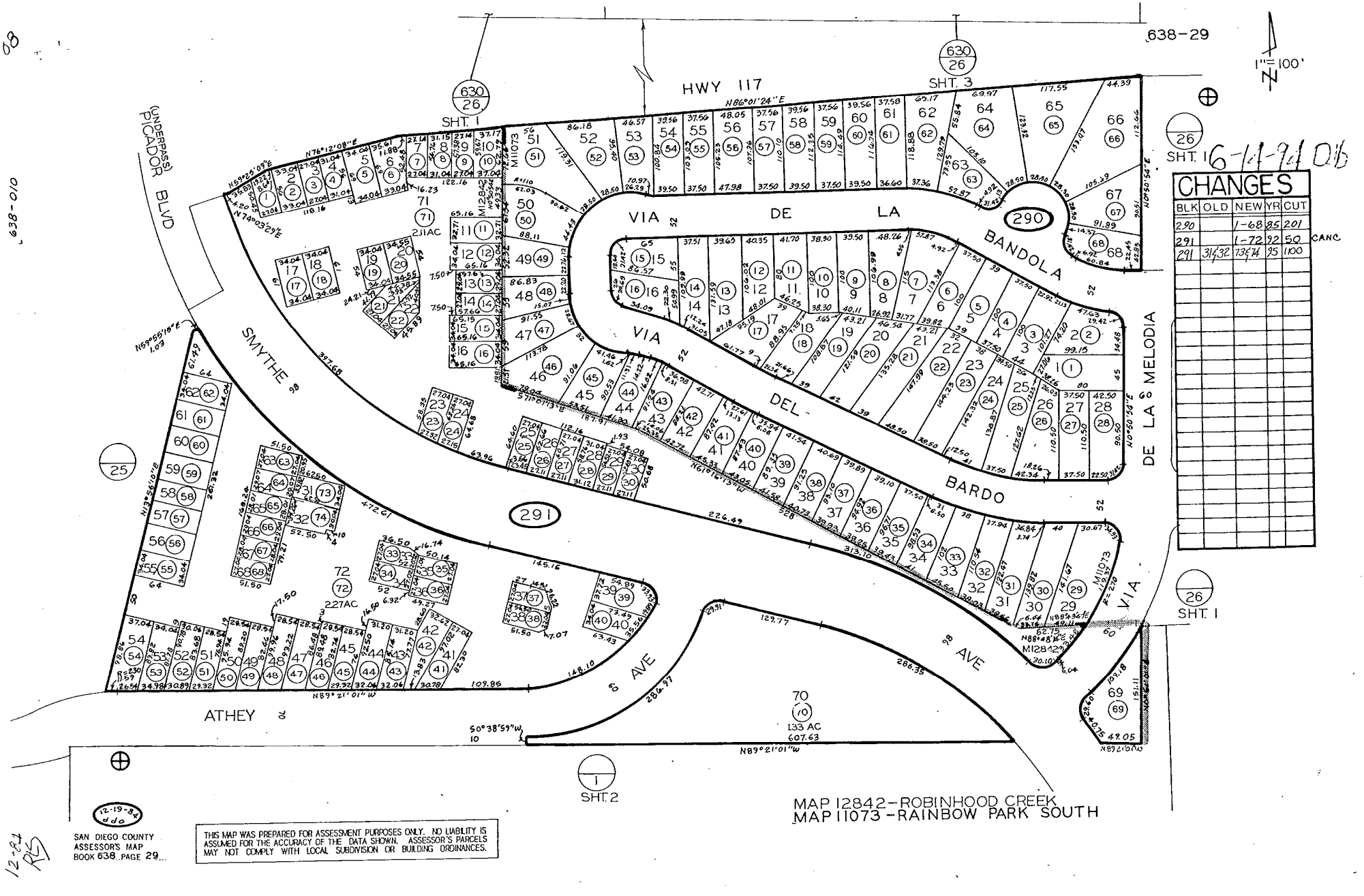
A-BIG DIPPER WAY
B-SHOOTING STAR CT.
C-CAITHNESS DR.
D-LITTLE DIPPER WAY
E-VIA DE LA MELODIA
F-LAS BUJIAS CORTE
G-ENCHANTED PL.
H-FANTASY LN.
J-DEL ANY DR.
K-ENRIGHT DR.



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

S.A. 6-27-79

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 638 INDEX

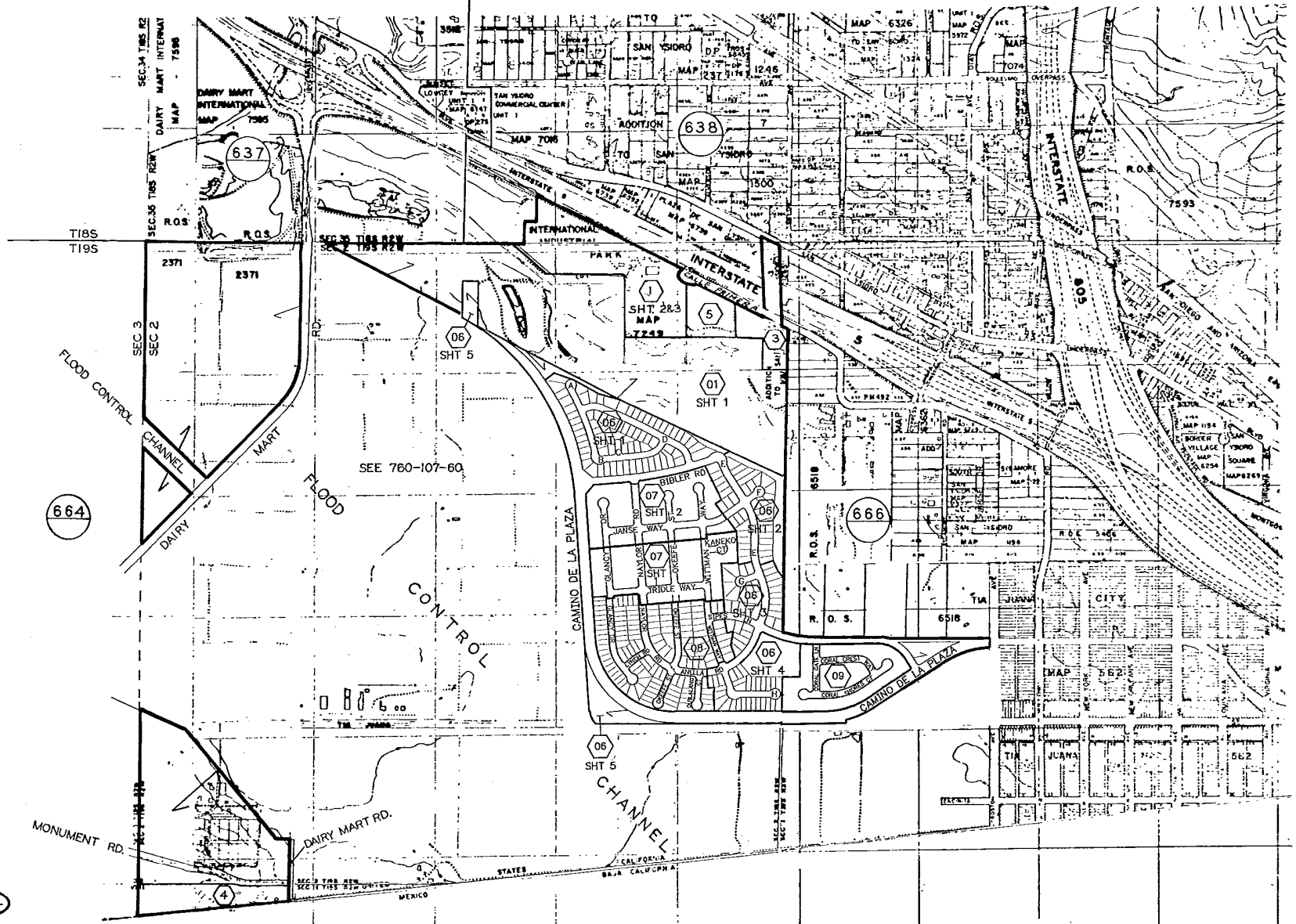

638-29
630
26
SHT. 3
HWY 117
N86°01'24"E
630
26
SHT. 1
1"=100'
26
SHT. 1
(UNDERPASS) PICADOR BLVD
VIA DE LA BANDOLA
290
VIA DE LA MELODIA
DEL BARDO
SMYTHE
291
ATHEY
60 AVE
98 AVE
VIA
25
72
227AC
71
2.11AC
70
1.33 AC
607.63
N89°21'01"W
SHT. 2
MAP 12842-ROBINHOOD CREEK
MAP 11073-RAINBOW PARK SOUTH
CHANGES
BLK OLD NEW YR CUT
290 1-68 85 201
291 1-72 92 50 CANC
291 31432 73574 95 100
6-14-94 DB
12-19-94 OPP
SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 638 PAGE 29
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
638-010
12-84 RCS

08

665–INDEX

09/12/02

1"=800'

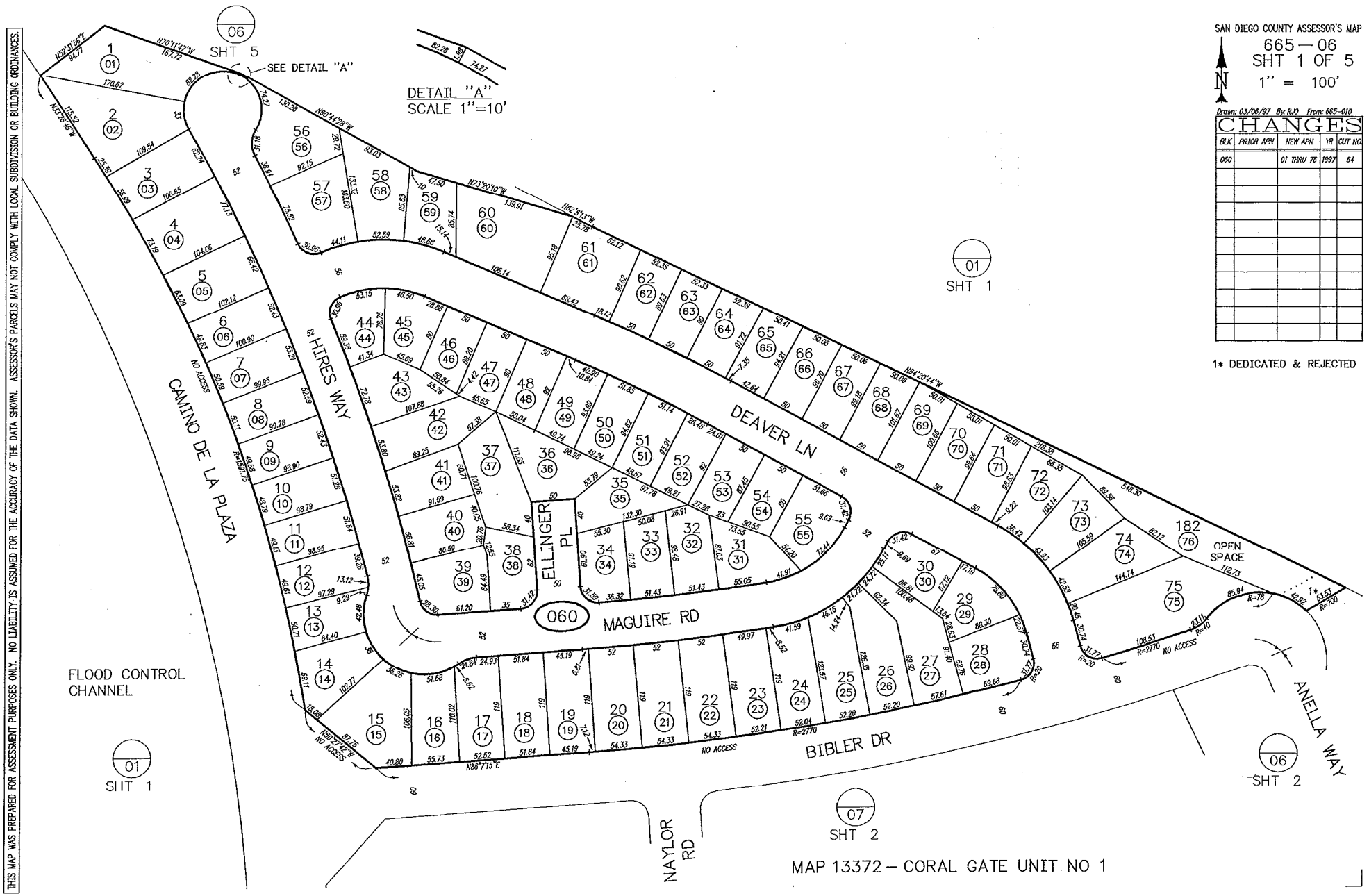


A– HIRES WAY
B– MAGUIRE RD
C– ELLINGER PL
D– DEAVER LN
E– ANELLA WAY
F– JANSE WAY
G– FIX CT
H– WITTMAN WAY

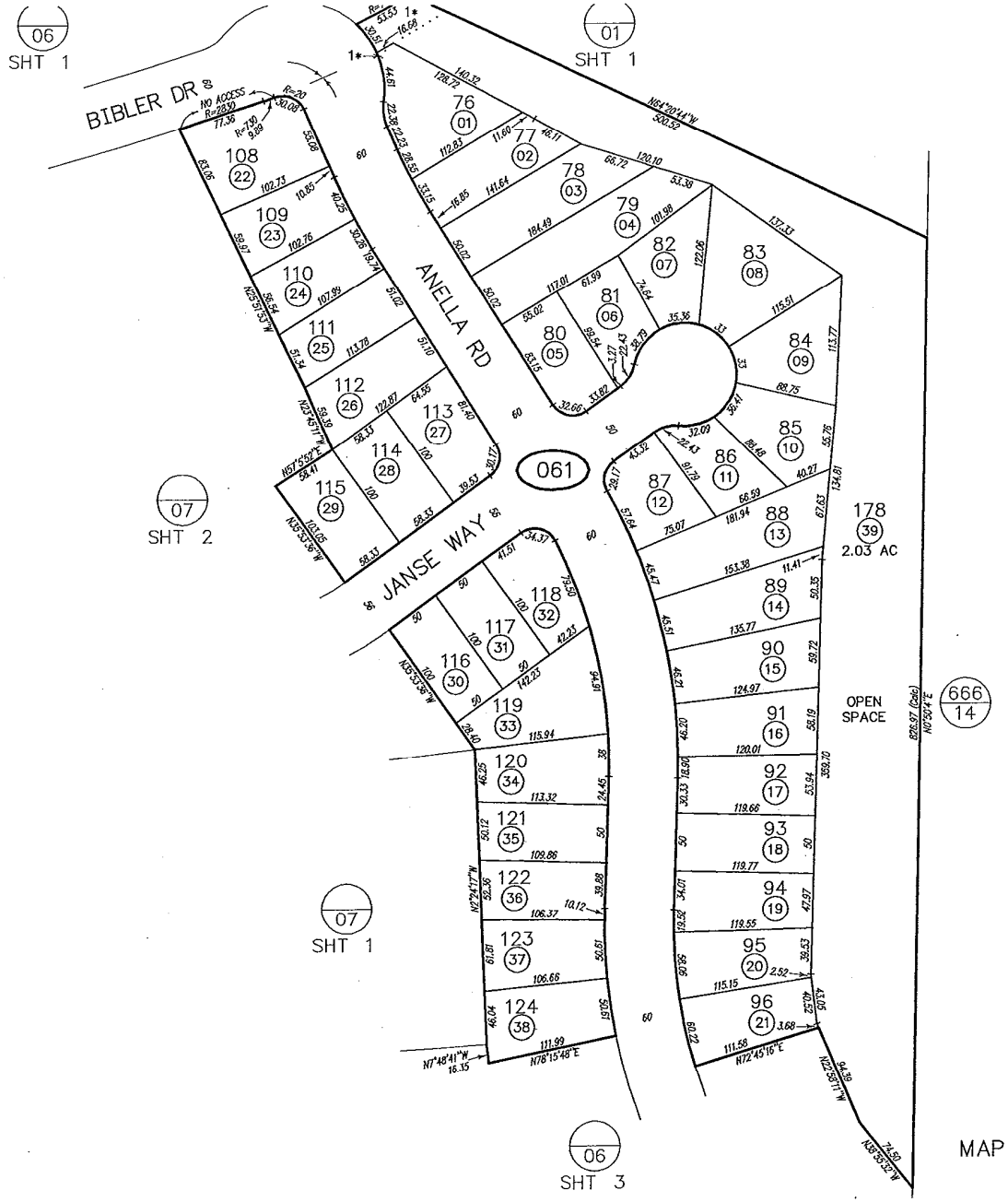
S.D. 6-24-75

665 INDEX

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.


SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 06
SHT 1 OF 5
1" = 100'
N
Drawn: 03/06/97 By: RJO From: 665-010
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
060 | | 01 THRU 76 | 1997 | 64
1* DEDICATED & REJECTED
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
DETAIL "A"
SCALE 1"=10'
SEE DETAIL "A"
06 SHT 5
01 SHT 1
CAMINO DE LA PLAZA
HIRES WAY
DEAVER LN
ELLINGER PL
060
MAGUIRE RD
OPEN SPACE
ANELLA WAY
BIBLER DR
NAYLOR RD
FLOOD CONTROL CHANNEL
NO ACCESS
06 SHT 2
07 SHT 2
MAP 13372 — CORAL GATE UNIT NO 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
665 – 06
SHT 2 OF 5
N
1" = 100'

Drawn: 03/06/97 By: RJO From: 665-010

CHANGES

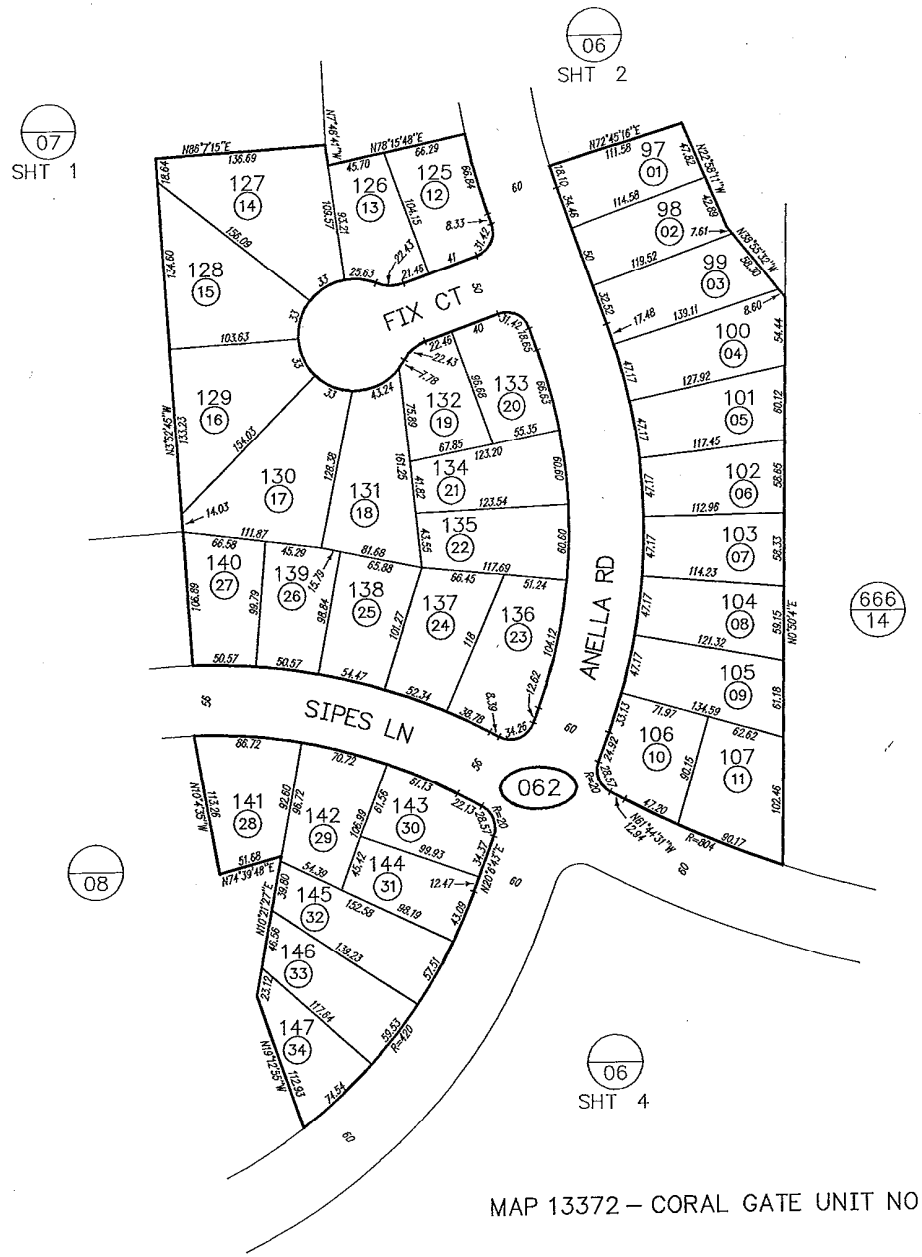
BLK	PRIOR APN	NEW APN	YR	CUT NO
061		01 THRU 39	1997	64

1* DEDICATED & REJECTED

MAP 13372 – CORAL GATE UNIT NO 1

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 13372 – CORAL GATE UNIT NO 1

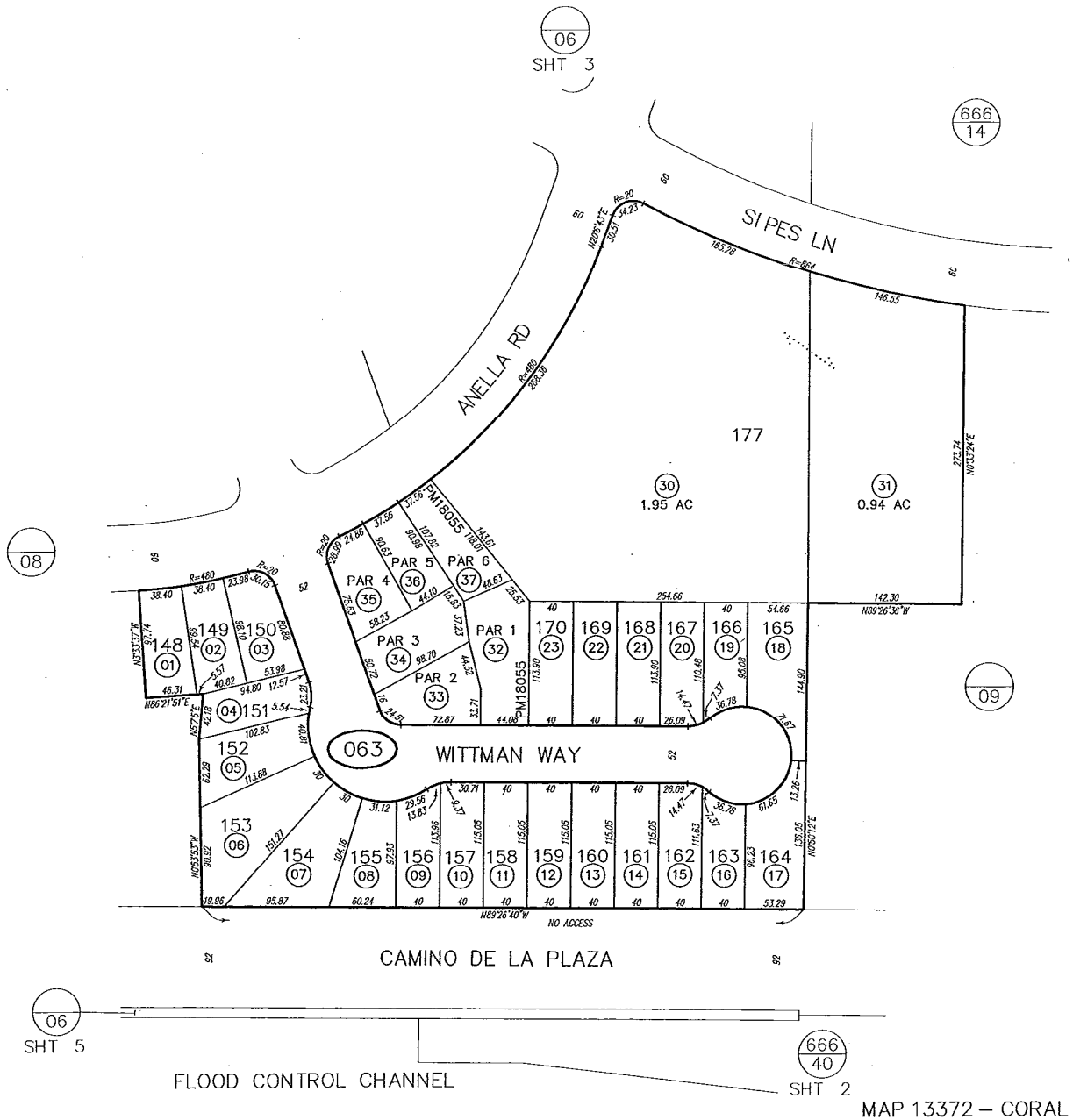
SAN DIEGO COUNTY ASSESSOR'S MAP
665 – 06
SHT 3 OF 5
N
1" = 100'
6/7/1999 EBF ✓
Drawn: 03/06/97 By: RJO From: 665-020

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
062		01 THRU 34	1997	64

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 06
SHT 4 OF 5
1" = 100'
09/19/2014 JGD
Drawn: 03/07/97 By: RJO From: 665-020

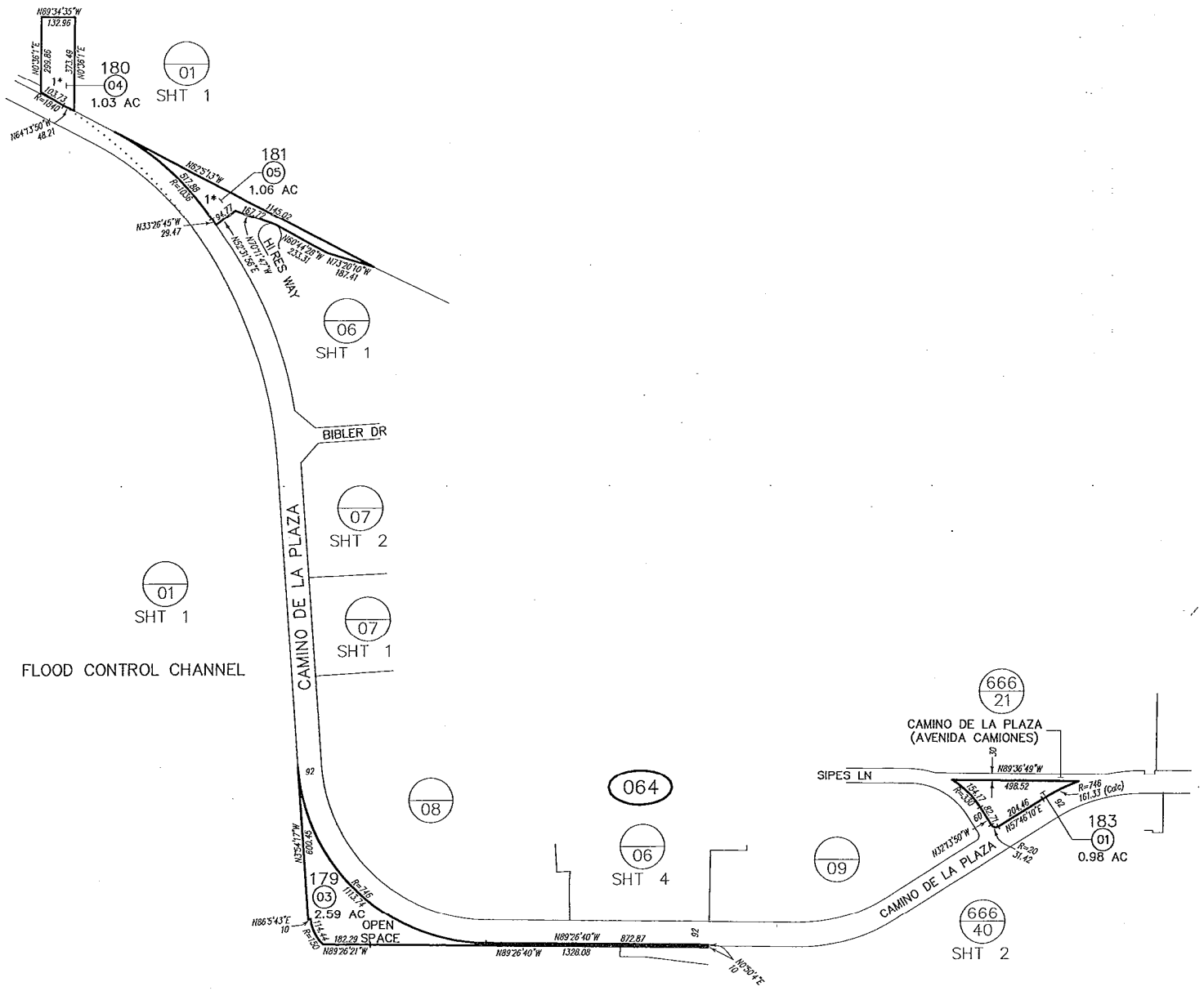
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
063		01 THRU 31	1997	64
	24 THRU 29	32 THRU 37	99	1502

MAP 13372 — CORAL GATE UNIT NO 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



MAP 13372 – CORAL GATE UNIT NO 1

SAN DIEGO COUNTY ASSESSOR'S MAP

665 – 06
SHT 5 OF 5

N

1" = 400'

09/19/2014 JGD ✓

Drawn: 03/07/97 By: RJO From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
064		01 THRU 06	1997	64
	06	POR 666 PG 40 SHT 2	03	59

1* OPEN SPACE

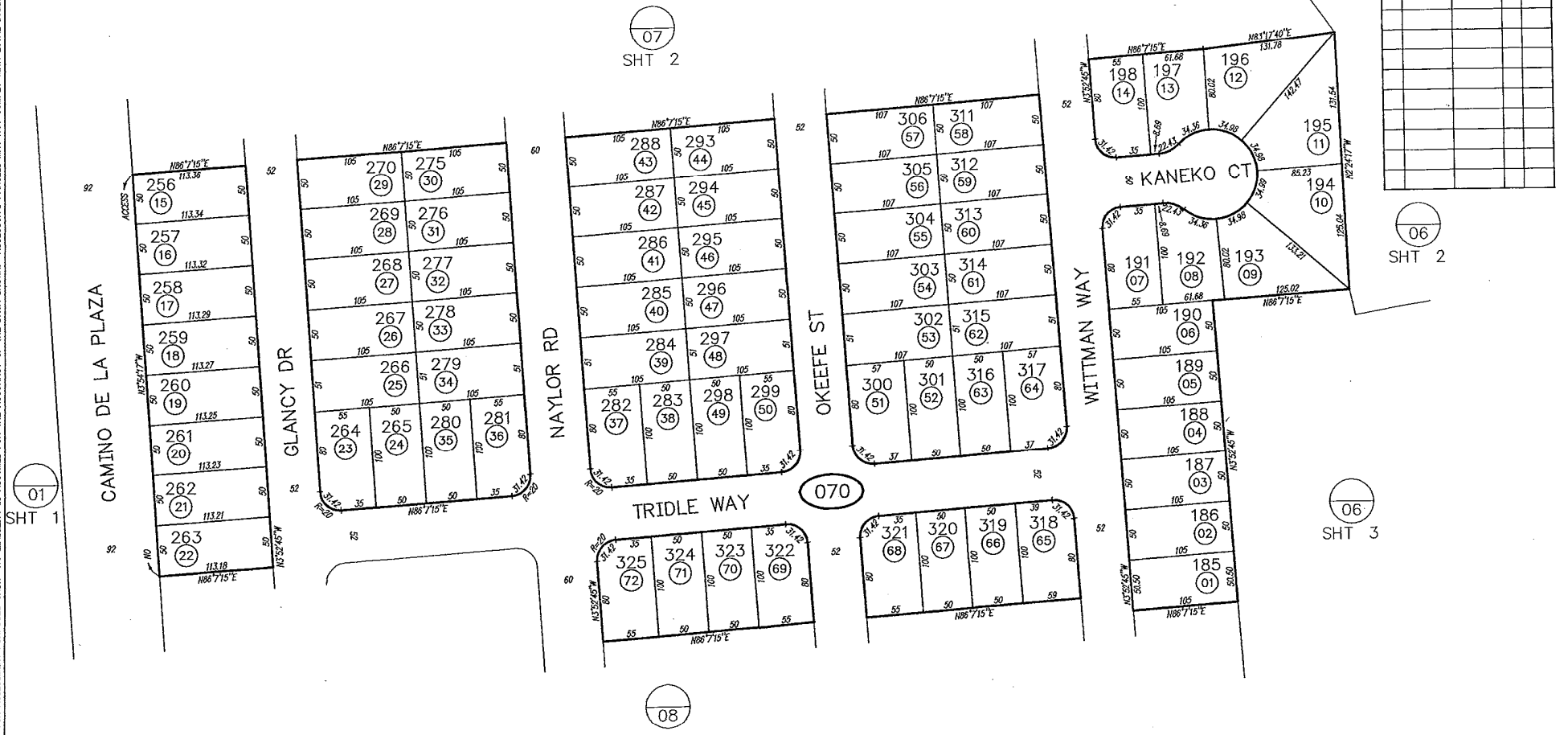
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 07
SHT 1 OF 2
1'' = 100'
6/7/1999 EBF ✓
Drawn: 4/15/98 By: AG From: 665-020

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
070		01thru72	99	11



MAP 13546 — CORAL GATE NO 2

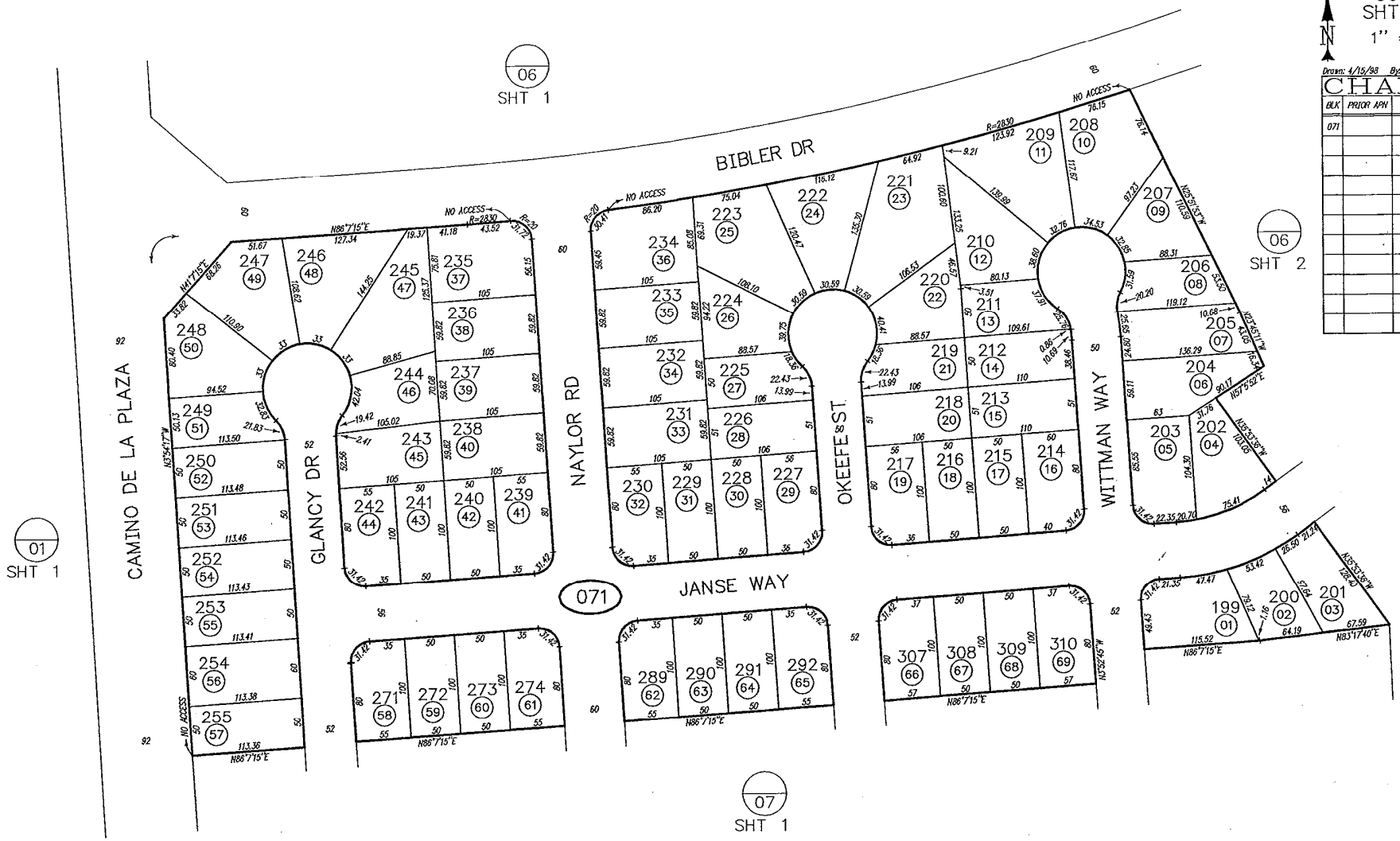
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
665 – 07
SHT 2 OF 2
N
1" = 100'

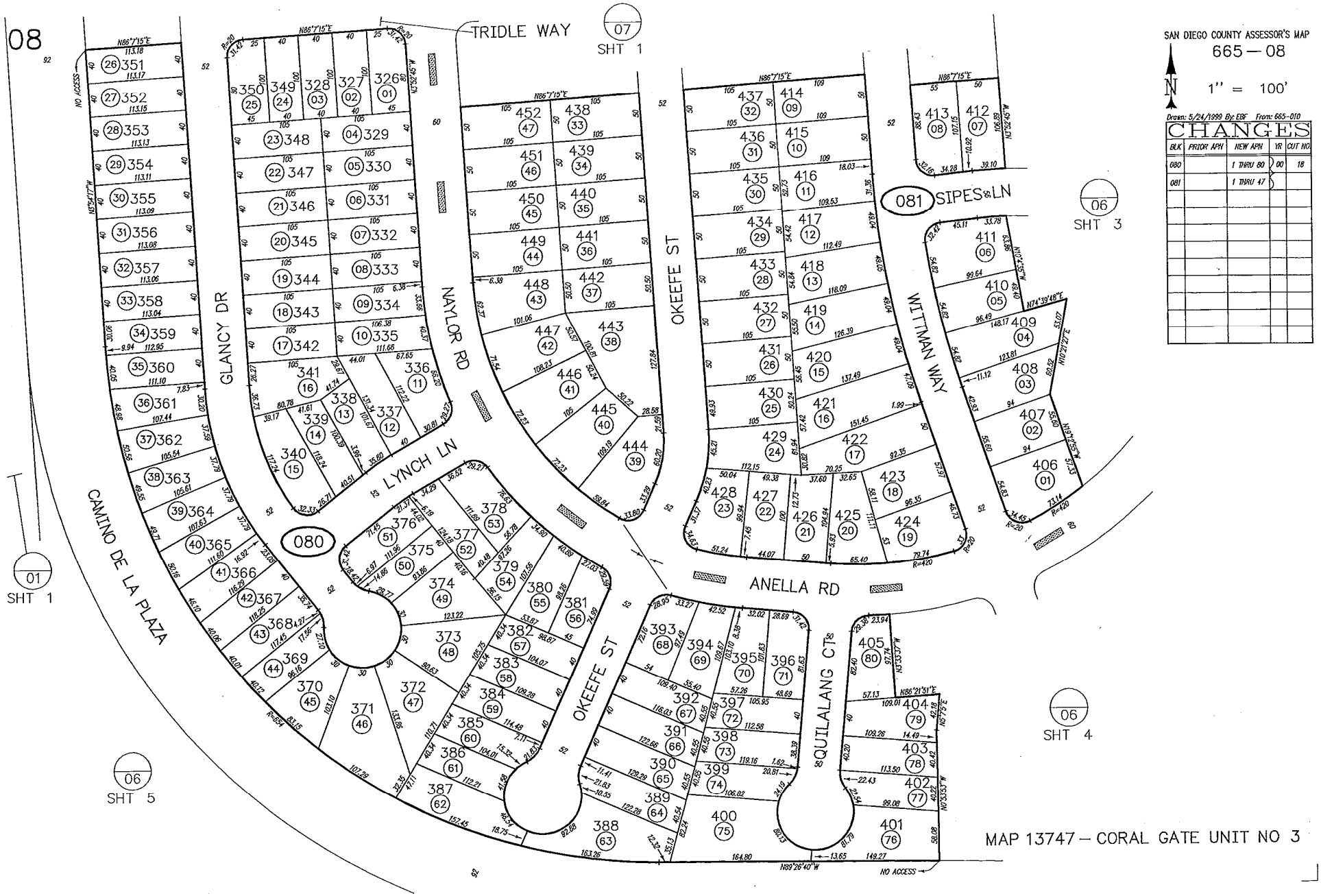
Drawn: 4/15/98 By: AG From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
071		01thru69	99	11



MAP 13546 – CORAL GATE NO 2



SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 08

N 1" = 100'

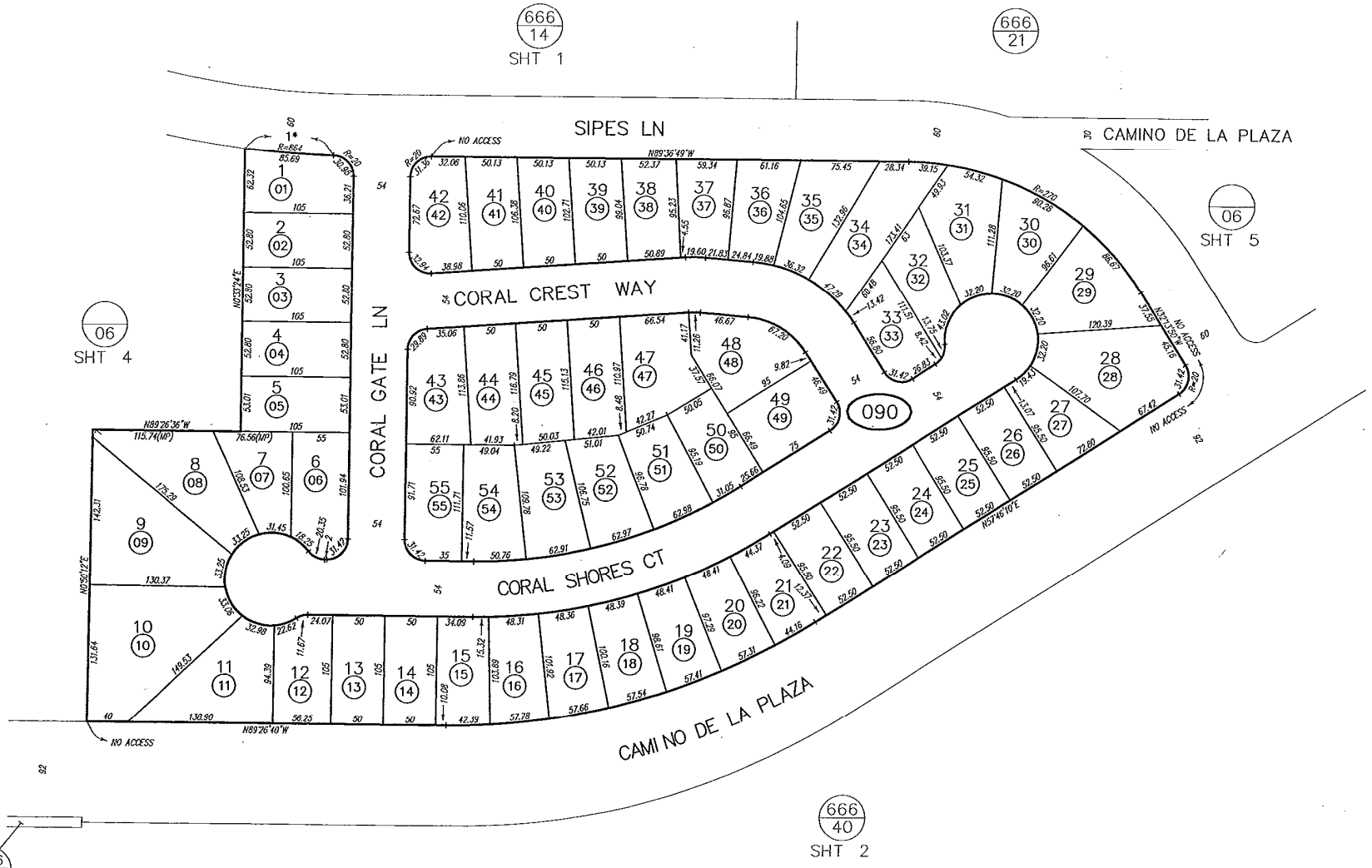
Drawn: 5/24/1999 By: EBF From: 665-010

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
080		1 THRU 80	00	18
081		1 THRU 47		

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



MAP 13860 – CORAL GATE UNIT NO 4

SAN DIEGO COUNTY ASSESSOR'S MAP
665 — 09

N

1" = 100'
09/19/2014 JGD ✓
Drawn: 1/22/2000 By: EBF From: 665-064

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
090		01 THRU 55	00	131

1* NO ACCESS

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Exhibit G

Special Tax Roll for Fiscal Year 2024/2025

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	1	638-291-01-00	$0.00	$0.00
12842	2	638-291-02-00	$0.00	$0.00
12842	3	638-291-03-00	$0.00	$0.00
12842	4	638-291-04-00	$0.00	$0.00
12842	5	638-291-05-00	$0.00	$0.00
12842	6	638-291-06-00	$0.00	$0.00
12842	7	638-291-07-00	$0.00	$0.00
12842	8	638-291-08-00	$0.00	$0.00
12842	9	638-291-09-00	$0.00	$0.00
12842	10	638-291-10-00	$0.00	$0.00
12842	11	638-291-11-00	$0.00	$0.00
12842	12	638-291-12-00	$0.00	$0.00
12842	13	638-291-13-00	$0.00	$0.00
12842	14	638-291-14-00	$0.00	$0.00
12842	15	638-291-15-00	$0.00	$0.00
12842	16	638-291-16-00	$0.00	$0.00
12842	17	638-291-17-00	$0.00	$0.00
12842	18	638-291-18-00	$0.00	$0.00
12842	19	638-291-19-00	$0.00	$0.00
12842	20	638-291-20-00	$0.00	$0.00
12842	21	638-291-21-00	$0.00	$0.00
12842	22	638-291-22-00	$0.00	$0.00
12842	23	638-291-23-00	$0.00	$0.00
12842	24	638-291-24-00	$0.00	$0.00
12842	25	638-291-25-00	$0.00	$0.00
12842	26	638-291-26-00	$0.00	$0.00
12842	27	638-291-27-00	$0.00	$0.00
12842	28	638-291-28-00	$0.00	$0.00
12842	29	638-291-29-00	$0.00	$0.00
12842	30	638-291-30-00	$0.00	$0.00
12842	33	638-291-33-00	$0.00	$0.00
12842	34	638-291-34-00	$0.00	$0.00
12842	35	638-291-35-00	$0.00	$0.00
12842	36	638-291-36-00	$0.00	$0.00
12842	37	638-291-37-00	$0.00	$0.00
12842	38	638-291-38-00	$0.00	$0.00
12842	39	638-291-39-00	$0.00	$0.00
12842	40	638-291-40-00	$0.00	$0.00
12842	41	638-291-41-00	$0.00	$0.00
12842	42	638-291-42-00	$0.00	$0.00
12842	43	638-291-43-00	$0.00	$0.00
12842	44	638-291-44-00	$0.00	$0.00
12842	45	638-291-45-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	46	638-291-46-00	$0.00	$0.00
12842	47	638-291-47-00	$0.00	$0.00
12842	48	638-291-48-00	$0.00	$0.00
12842	49	638-291-49-00	$0.00	$0.00
12842	50	638-291-50-00	$0.00	$0.00
12842	51	638-291-51-00	$0.00	$0.00
12842	52	638-291-52-00	$0.00	$0.00
12842	53	638-291-53-00	$0.00	$0.00
12842	54	638-291-54-00	$0.00	$0.00
12842	55	638-291-55-00	$0.00	$0.00
12842	56	638-291-56-00	$0.00	$0.00
12842	57	638-291-57-00	$0.00	$0.00
12842	58	638-291-58-00	$0.00	$0.00
12842	59	638-291-59-00	$0.00	$0.00
12842	60	638-291-60-00	$0.00	$0.00
12842	61	638-291-61-00	$0.00	$0.00
12842	62	638-291-62-00	$0.00	$0.00
12842	63	638-291-63-00	$0.00	$0.00
12842	64	638-291-64-00	$0.00	$0.00
12842	65	638-291-65-00	$0.00	$0.00
12842	66	638-291-66-00	$0.00	$0.00
12842	67	638-291-67-00	$0.00	$0.00
12842	68	638-291-68-00	$0.00	$0.00
12842	69	638-291-69-00	$0.00	$0.00
12842	70	638-291-70-00	$0.00	$0.00
12842	71	638-291-71-00	$0.00	$0.00
12842	72	638-291-72-00	$0.00	$0.00
12842	31	638-291-73-00	$0.00	$0.00
12842	32	638-291-74-00	$0.00	$0.00
13372	1	665-060-01-00	$0.00	$0.00
13372	2	665-060-02-00	$0.00	$0.00
13372	3	665-060-03-00	$0.00	$0.00
13372	4	665-060-04-00	$0.00	$0.00
13372	5	665-060-05-00	$0.00	$0.00
13372	6	665-060-06-00	$0.00	$0.00
13372	7	665-060-07-00	$0.00	$0.00
13372	8	665-060-08-00	$0.00	$0.00
13372	9	665-060-09-00	$0.00	$0.00
13372	10	665-060-10-00	$0.00	$0.00
13372	11	665-060-11-00	$0.00	$0.00
13372	12	665-060-12-00	$0.00	$0.00
13372	13	665-060-13-00	$0.00	$0.00
13372	14	665-060-14-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	15	665-060-15-00	$0.00	$0.00
13372	16	665-060-16-00	$0.00	$0.00
13372	17	665-060-17-00	$0.00	$0.00
13372	18	665-060-18-00	$0.00	$0.00
13372	19	665-060-19-00	$0.00	$0.00
13372	20	665-060-20-00	$0.00	$0.00
13372	21	665-060-21-00	$0.00	$0.00
13372	22	665-060-22-00	$0.00	$0.00
13372	23	665-060-23-00	$0.00	$0.00
13372	24	665-060-24-00	$0.00	$0.00
13372	25	665-060-25-00	$0.00	$0.00
13372	26	665-060-26-00	$0.00	$0.00
13372	27	665-060-27-00	$0.00	$0.00
13372	28	665-060-28-00	$1,369.10	$0.00
13372	29	665-060-29-00	$796.27	$0.00
13372	30	665-060-30-00	$1,175.61	$0.00
13372	31	665-060-31-00	$0.00	$0.00
13372	32	665-060-32-00	$0.00	$0.00
13372	33	665-060-33-00	$0.00	$0.00
13372	34	665-060-34-00	$0.00	$0.00
13372	35	665-060-35-00	$0.00	$0.00
13372	36	665-060-36-00	$0.00	$0.00
13372	37	665-060-37-00	$0.00	$0.00
13372	38	665-060-38-00	$0.00	$0.00
13372	39	665-060-39-00	$0.00	$0.00
13372	40	665-060-40-00	$0.00	$0.00
13372	41	665-060-41-00	$0.00	$0.00
13372	42	665-060-42-00	$0.00	$0.00
13372	43	665-060-43-00	$0.00	$0.00
13372	44	665-060-44-00	$0.00	$0.00
13372	45	665-060-45-00	$0.00	$0.00
13372	46	665-060-46-00	$0.00	$0.00
13372	47	665-060-47-00	$1,025.75	$0.00
13372	48	665-060-48-00	$1,369.10	$0.00
13372	49	665-060-49-00	$796.27	$0.00
13372	50	665-060-50-00	$1,025.75	$0.00
13372	51	665-060-51-00	$1,025.75	$0.00
13372	52	665-060-52-00	$1,025.75	$0.00
13372	53	665-060-53-00	$1,191.96	$0.00
13372	54	665-060-54-00	$796.27	$0.00
13372	55	665-060-55-00	$1,025.75	$0.00
13372	56	665-060-56-00	$0.00	$0.00
13372	57	665-060-57-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	58	665-060-58-00	$0.00	$0.00
13372	59	665-060-59-00	$0.00	$0.00
13372	60	665-060-60-00	$0.00	$0.00
13372	61	665-060-61-00	$1,025.75	$0.00
13372	62	665-060-62-00	$796.27	$0.00
13372	63	665-060-63-00	$796.27	$0.00
13372	64	665-060-64-00	$1,025.75	$0.00
13372	65	665-060-65-00	$1,025.75	$0.00
13372	66	665-060-66-00	$1,025.75	$0.00
13372	67	665-060-67-00	$796.27	$0.00
13372	68	665-060-68-00	$1,025.75	$0.00
13372	69	665-060-69-00	$796.27	$0.00
13372	70	665-060-70-00	$1,025.75	$0.00
13372	71	665-060-71-00	$1,025.75	$0.00
13372	72	665-060-72-00	$1,191.96	$0.00
13372	73	665-060-73-00	$0.00	$0.00
13372	74	665-060-74-00	$0.00	$0.00
13372	75	665-060-75-00	$0.00	$0.00
13372	182	665-060-76-00	$0.00	$0.00
13372	76	665-061-01-00	$0.00	$0.00
13372	77	665-061-02-00	$0.00	$0.00
13372	78	665-061-03-00	$0.00	$0.00
13372	79	665-061-04-00	$0.00	$0.00
13372	80	665-061-05-00	$0.00	$0.00
13372	81	665-061-06-00	$0.00	$0.00
13372	82	665-061-07-00	$0.00	$0.00
13372	83	665-061-08-00	$0.00	$0.00
13372	84	665-061-09-00	$0.00	$0.00
13372	85	665-061-10-00	$0.00	$0.00
13372	86	665-061-11-00	$0.00	$0.00
13372	87	665-061-12-00	$0.00	$0.00
13372	88	665-061-13-00	$0.00	$0.00
13372	89	665-061-14-00	$0.00	$0.00
13372	90	665-061-15-00	$0.00	$0.00
13372	91	665-061-16-00	$0.00	$0.00
13372	92	665-061-17-00	$0.00	$0.00
13372	93	665-061-18-00	$0.00	$0.00
13372	94	665-061-19-00	$0.00	$0.00
13372	95	665-061-20-00	$0.00	$0.00
13372	96	665-061-21-00	$0.00	$0.00
13372	108	665-061-22-00	$0.00	$0.00
13372	109	665-061-23-00	$0.00	$0.00
13372	110	665-061-24-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	111	665-061-25-00	$0.00	$0.00
13372	112	665-061-26-00	$0.00	$0.00
13372	113	665-061-27-00	$0.00	$0.00
13372	114	665-061-28-00	$0.00	$0.00
13372	115	665-061-29-00	$0.00	$0.00
13372	116	665-061-30-00	$0.00	$0.00
13372	117	665-061-31-00	$0.00	$0.00
13372	1178	665-061-32-00	$0.00	$0.00
13372	119	665-061-33-00	$0.00	$0.00
13372	120	665-061-34-00	$0.00	$0.00
13372	121	665-061-35-00	$0.00	$0.00
13372	122	665-061-36-00	$0.00	$0.00
13372	123	665-061-37-00	$0.00	$0.00
13372	124	665-061-38-00	$0.00	$0.00
13372	178	665-061-39-00	$0.00	$0.00
13372	97	665-062-01-00	$0.00	$0.00
13372	98	665-062-02-00	$0.00	$0.00
13372	99	665-062-03-00	$0.00	$0.00
13372	100	665-062-04-00	$0.00	$0.00
13372	101	665-062-05-00	$0.00	$0.00
13372	102	665-062-06-00	$0.00	$0.00
13372	103	665-062-07-00	$0.00	$0.00
13372	104	665-062-08-00	$0.00	$0.00
13372	105	665-062-09-00	$0.00	$0.00
13372	106	665-062-10-00	$0.00	$0.00
13372	107	665-062-11-00	$0.00	$0.00
13372	125	665-062-12-00	$0.00	$0.00
13372	126	665-062-13-00	$0.00	$0.00
13372	127	665-062-14-00	$0.00	$0.00
13372	128	665-062-15-00	$0.00	$0.00
13372	129	665-062-16-00	$0.00	$0.00
13372	130	665-062-17-00	$0.00	$0.00
13372	131	665-062-18-00	$0.00	$0.00
13372	132	665-062-19-00	$0.00	$0.00
13372	133	665-062-20-00	$0.00	$0.00
13372	134	665-062-21-00	$0.00	$0.00
13372	135	665-062-22-00	$0.00	$0.00
13372	136	665-062-23-00	$0.00	$0.00
13372	137	665-062-24-00	$0.00	$0.00
13372	138	665-062-25-00	$0.00	$0.00
13372	139	665-062-26-00	$0.00	$0.00
13372	140	665-062-27-00	$0.00	$0.00
13372	141	665-062-28-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	142	665-062-29-00	$0.00	$0.00
13372	143	665-062-30-00	$0.00	$0.00
13372	144	665-062-31-00	$0.00	$0.00
13372	145	665-062-32-00	$0.00	$0.00
13372	146	665-062-33-00	$0.00	$0.00
13372	147	665-062-34-00	$0.00	$0.00
13372	148	665-063-01-00	$0.00	$0.00
13372	149	665-063-02-00	$0.00	$0.00
13372	150	665-063-03-00	$0.00	$0.00
13372	151	665-063-04-00	$0.00	$0.00
13372	152	665-063-05-00	$0.00	$0.00
13372	153	665-063-06-00	$0.00	$0.00
13372	154	665-063-07-00	$0.00	$0.00
13372	155	665-063-08-00	$0.00	$0.00
13372	156	665-063-09-00	$0.00	$0.00
13372	157	665-063-10-00	$0.00	$0.00
13372	158	665-063-11-00	$0.00	$0.00
13372	159	665-063-12-00	$0.00	$0.00
13372	160	665-063-13-00	$0.00	$0.00
13372	161	665-063-14-00	$0.00	$0.00
13372	162	665-063-15-00	$0.00	$0.00
13372	163	665-063-16-00	$0.00	$0.00
13372	164	665-063-17-00	$0.00	$0.00
13372	165	665-063-18-00	$0.00	$0.00
13372	166	665-063-19-00	$0.00	$0.00
13372	167	665-063-20-00	$0.00	$0.00
13372	168	665-063-21-00	$0.00	$0.00
13372	169	665-063-22-00	$0.00	$0.00
13372	170	665-063-23-00	$0.00	$0.00
13372	177	665-063-30-00	$0.00	$0.00
13372	177	665-063-31-00	$0.00	$0.00
13372	PAR 1	665-063-32-00	$0.00	$0.00
13372	PAR 2	665-063-33-00	$0.00	$0.00
13372	PAR 3	665-063-34-00	$0.00	$0.00
13372	PAR 4	665-063-35-00	$0.00	$0.00
13372	PAR 5	665-063-36-00	$0.00	$0.00
13372	PAR 6	665-063-37-00	$0.00	$0.00
13372	179	665-064-03-00	$0.00	$0.00
13372	180	665-064-04-00	$0.00	$0.00
13372	181	665-064-05-00	$0.00	$0.00
13546	185	665-070-01-00	$925.65	$0.00
13546	186	665-070-02-00	$1,088.44	$0.00
13546	187	665-070-03-00	$925.65	$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	188	665-070-04-00	$1,088.44	$0.00
13546	189	665-070-05-00	$1,246.46	$0.00
13546	190	665-070-06-00	$925.65	$0.00
13546	191	665-070-07-00	$925.65	$0.00
13546	192	665-070-08-00	$1,088.44	$0.00
13546	193	665-070-09-00	$1,246.46	$0.00
13546	194	665-070-10-00	$1,088.44	$0.00
13546	195	665-070-11-00	$1,246.46	$0.00
13546	196	665-070-12-00	$1,246.46	$0.00
13546	197	665-070-13-00	$1,088.44	$0.00
13546	198	665-070-14-00	$925.65	$0.00
13546	256	665-070-15-00	$1,267.56	$0.00
13546	257	665-070-16-00	$1,094.59	$0.00
13546	258	665-070-17-00	$1,267.56	$0.00
13546	259	665-070-18-00	$978.78	$0.00
13546	260	665-070-19-00	$1,267.56	$0.00
13546	261	665-070-20-00	$1,094.59	$0.00
13546	262	665-070-21-00	$1,267.56	$0.00
13546	263	665-070-22-00	$1,094.59	$0.00
13546	264	665-070-23-00	$978.78	$0.00
13546	265	665-070-24-00	$1,094.59	$0.00
13546	266	665-070-25-00	$1,094.59	$0.00
13546	267	665-070-26-00	$1,267.56	$0.00
13546	268	665-070-27-00	$1,094.59	$0.00
13546	269	665-070-28-00	$978.78	$0.00
13546	270	665-070-29-00	$1,267.56	$0.00
13546	275	665-070-30-00	$1,267.56	$0.00
13546	276	665-070-31-00	$1,094.59	$0.00
13546	277	665-070-32-00	$978.78	$0.00
13546	278	665-070-33-00	$1,267.56	$0.00
13546	279	665-070-34-00	$1,094.59	$0.00
13546	280	665-070-35-00	$1,267.56	$0.00
13546	281	665-070-36-00	$978.78	$0.00
13546	282	665-070-37-00	$978.78	$0.00
13546	283	665-070-38-00	$1,094.59	$0.00
13546	284	665-070-39-00	$1,267.56	$0.00
13546	285	665-070-40-00	$1,094.59	$0.00
13546	286	665-070-41-00	$978.78	$0.00
13546	287	665-070-42-00	$1,094.59	$0.00
13546	288	665-070-43-00	$1,267.56	$0.00
13546	293	665-070-44-00	$925.65	$0.00
13546	294	665-070-45-00	$1,246.46	$0.00
13546	295	665-070-46-00	$925.65	$0.00

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13546	296	665-070-47-00	$1,088.44	$0.00
13546	297	665-070-48-00	$1,246.46	$0.00
13546	298	665-070-49-00	$1,246.46	$0.00
13546	299	665-070-50-00	$1,088.44	$0.00
13546	300	665-070-51-00	$925.65	$0.00
13546	301	665-070-52-00	$1,088.44	$0.00
13546	302	665-070-53-00	$925.65	$0.00
13546	303	665-070-54-00	$1,246.46	$0.00
13546	304	665-070-55-00	$1,088.44	$0.00
13546	305	665-070-56-00	$1,246.46	$0.00
13546	306	665-070-57-00	$925.65	$0.00
13546	311	665-070-58-00	$1,246.46	$0.00
13546	312	665-070-59-00	$925.65	$0.00
13546	313	665-070-60-00	$1,088.44	$0.00
13546	314	665-070-61-00	$1,246.46	$0.00
13546	315	665-070-62-00	$925.65	$0.00
13546	316	665-070-63-00	$1,246.46	$0.00
13546	317	665-070-64-00	$925.65	$0.00
13546	318	665-070-65-00	$925.65	$0.00
13546	319	665-070-66-00	$1,088.44	$0.00
13546	320	665-070-67-00	$925.65	$0.00
13546	321	665-070-68-00	$1,088.44	$0.00
13546	322	665-070-69-00	$925.65	$0.00
13546	323	665-070-70-00	$1,246.46	$0.00
13546	324	665-070-71-00	$1,267.56	$0.00
13546	325	665-070-72-00	$1,094.59	$0.00
13546	199	665-071-01-00	$1,246.46	$0.00
13546	200	665-071-02-00	$1,088.44	$0.00
13546	201	665-071-03-00	$925.65	$0.00
13546	202	665-071-04-00	$1,088.44	$0.00
13546	203	665-071-05-00	$1,246.46	$0.00
13546	204	665-071-06-00	$1,088.44	$0.00
13546	205	665-071-07-00	$925.65	$0.00
13546	206	665-071-08-00	$1,246.46	$0.00
13546	207	665-071-09-00	$1,088.44	$0.00
13546	208	665-071-10-00	$1,246.46	$0.00
13546	209	665-071-11-00	$1,088.44	$0.00
13546	210	665-071-12-00	$1,246.46	$0.00
13546	211	665-071-13-00	$1,088.44	$0.00
13546	212	665-071-14-00	$925.65	$0.00
13546	213	665-071-15-00	$1,246.46	$0.00
13546	214	665-071-16-00	$925.65	$0.00
13546	215	665-071-17-00	$1,088.44	$0.00

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13546	216	665-071-18-00	$1,246.46	$0.00
13546	217	665-071-19-00	$1,088.44	$0.00
13546	218	665-071-20-00	$1,246.46	$0.00
13546	219	665-071-21-00	$925.65	$0.00
13546	220	665-071-22-00	$1,088.44	$0.00
13546	221	665-071-23-00	$1,246.46	$0.00
13546	222	665-071-24-00	$1,088.44	$0.00
13546	223	665-071-25-00	$1,246.46	$0.00
13546	224	665-071-26-00	$1,088.44	$0.00
13546	225	665-071-27-00	$925.65	$0.00
13546	226	665-071-28-00	$1,088.44	$0.00
13546	227	665-071-29-00	$925.65	$0.00
13546	228	665-071-30-00	$1,088.44	$0.00
13546	229	665-071-31-00	$1,267.56	$0.00
13546	230	665-071-32-00	$1,094.59	$0.00
13546	231	665-071-33-00	$1,267.56	$0.00
13546	232	665-071-34-00	$1,094.59	$0.00
13546	233	665-071-35-00	$978.78	$0.00
13546	234	665-071-36-00	$1,270.05	$1,270.04
13546	235	665-071-37-00	$1,096.71	$1,096.70
13546	236	665-071-38-00	$963.82	$0.00
13546	237	665-071-39-00	$1,092.53	$0.00
13546	238	665-071-40-00	$1,247.82	$0.00
13546	239	665-071-41-00	$1,094.59	$0.00
13546	240	665-071-42-00	$1,267.56	$0.00
13546	241	665-071-43-00	$1,094.59	$0.00
13546	242	665-071-44-00	$978.78	$0.00
13546	246	665-071-45-00	$1,267.56	$0.00
13546	244	665-071-46-00	$1,094.59	$0.00
13546	245	665-071-47-00	$1,267.56	$0.00
13546	246	665-071-48-00	$1,094.59	$0.00
13546	247	665-071-49-00	$1,094.59	$0.00
13546	248	665-071-50-00	$1,267.56	$0.00
13546	249	665-071-51-00	$1,094.59	$0.00
13546	250	665-071-52-00	$1,267.56	$0.00
13546	251	665-071-53-00	$1,094.59	$0.00
13546	252	665-071-54-00	$978.78	$0.00
13546	253	665-071-55-00	$1,094.59	$0.00
13546	254	665-071-56-00	$1,267.56	$0.00
13546	255	665-071-57-00	$978.78	$0.00
13546	271	665-071-58-00	$978.78	$0.00
13546	272	665-071-59-00	$1,094.59	$0.00
13546	273	665-071-60-00	$1,267.56	$0.00

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13546	274	665-071-61-00	$1,094.59	$0.00
13546	289	665-071-62-00	$978.78	$0.00
13546	290	665-071-63-00	$1,267.56	$0.00
13546	291	665-071-64-00	$1,088.44	$0.00
13546	292	665-071-65-00	$1,246.46	$0.00
13546	307	665-071-66-00	$1,088.44	$0.00
13546	308	665-071-67-00	$925.65	$0.00
13546	309	665-071-68-00	$1,088.44	$0.00
13546	310	665-071-69-00	$1,246.46	$0.00
13747	326	665-080-01-00	$1,247.82	$0.00
13747	327	665-080-02-00	$1,092.53	$0.00
13747	328	665-080-03-00	$963.82	$0.00
13747	329	665-080-04-00	$965.71	$965.70
13747	330	665-080-05-00	$1,094.70	$1,094.70
13747	331	665-080-0600	$1,094.70	$1,094.70
13747	332	665-080-07-00	$1,250.26	$1,250.24
13747	333	665-080-08-00	$965.71	$965.70
13747	334	665-080-09-00	$1,094.70	$1,094.70
13747	335	665-080-10-00	$1,094.70	$1,094.70
13747	336	665-080-11-00	$1,094.70	$1,094.70
13747	337	665-080-12-00	$1,250.26	$1,250.24
13747	338	665-080-13-00	$963.82	$0.00
13747	339	665-080-14-00	$1,092.53	$0.00
13747	340	665-080-15-00	$1,092.53	$0.00
13747	341	665-080-16-00	$1,247.82	$0.00
13747	342	665-080-17-00	$963.82	$0.00
13747	343	665-080-18-00	$1,247.82	$0.00
13747	344	665-080-19-00	$1,092.53	$0.00
13747	345	665-080-20-00	$1,247.82	$0.00
13747	346	665-080-21-00	$1,092.53	$0.00
13747	347	665-080-22-00	$1,092.53	$0.00
13747	348	665-080-23-00	$963.82	$0.00
13747	349	665-080-24-00	$1,247.82	$0.00
13747	350	665-080-25-00	$1,092.53	$0.00
13747	351	665-080-26-00	$1,247.82	$0.00
13747	352	665-080-27-00	$963.82	$0.00
13747	353	665-080-28-00	$1,247.82	$0.00
13747	354	665-080-29-00	$1,092.53	$0.00
13747	355	665-080-30-00	$963.82	$0.00
13747	356	665-080-31-00	$1,092.53	$0.00
13747	357	665-080-32-00	$1,247.82	$0.00
13747	358	665-080-33-00	$963.82	$0.00
13747	359	665-080-34-00	$1,092.53	$0.00

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13747	360	665-080-35-00	$1,247.82	$0.00
13747	361	665-080-36-00	$1,092.53	$0.00
13747	362	665-080-37-00	$1,247.82	$0.00
13747	363	665-080-38-00	$963.82	$0.00
13747	364	665-080-39-00	$1,092.53	$0.00
13747	365	665-080-40-00	$1,247.82	$0.00
13747	366	665-080-41-00	$963.82	$0.00
13747	367	665-080-42-00	$1,092.53	$0.00
13747	368	665-080-43-00	$1,092.53	$0.00
13747	369	665-080-44-00	$963.82	$0.00
13747	370	665-080-45-00	$1,092.53	$0.00
13747	371	665-080-46-00	$1,247.82	$0.00
13747	372	665-080-47-00	$1,092.53	$0.00
13747	373	665-080-48-00	$1,092.53	$0.00
13747	374	665-080-49-00	$963.82	$0.00
13747	375	665-080-50-00	$1,092.53	$0.00
13747	376	665-080-51-00	$963.82	$0.00
13747	377	665-080-52-00	$1,094.70	$1,094.70
13747	378	665-080-53-00	$965.71	$965.70
13747	379	665-080-54-00	$965.71	$965.70
13747	380	665-080-55-00	$1,094.70	$1,094.70
13747	381	665-080-56-00	$965.71	$965.70
13747	382	665-080-57-00	$1,250.26	$1,250.24
13747	383	665-080-58-00	$965.71	$965.70
13747	384	665-080-59-00	$1,094.70	$1,094.70
13747	385	665-080-60-00	$1,250.26	$1,250.24
13747	386	665-080-61-00	$1,094.70	$1,094.70
13747	387	665-080-62-00	$1,094.70	$1,094.70
13747	388	665-080-63-00	$965.71	$965.70
13747	389	665-080-64-00	$1,250.26	$1,250.24
13747	390	665-080-65-00	$1,094.70	$1,094.70
13747	391	665-080-66-00	$1,094.70	$1,094.70
13747	392	665-080-67-00	$1,094.70	$1,094.70
13747	393	665-080-68-00	$1,094.70	$1,094.70
13747	394	665-080-69-00	$1,094.70	$1,094.70
13747	395	665-080-70-00	$1,250.26	$1,250.24
13747	396	665-080-71-00	$965.71	$965.70
13747	397	665-080-72-00	$1,094.70	$1,094.70
13747	398	665-080-73-00	$965.71	$965.70
13747	399	665-080-74-00	$1,094.70	$1,094.70
13747	400	665-080-75-00	$1,094.70	$1,094.70
13747	401	665-080-76-00	$1,094.70	$1,094.70
13747	402	665-080-77-00	$1,250.26	$1,250.24

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13747	403	665-080-78-00	$965.71	$965.70
13747	404	665-080-79-00	$1,094.70	$1,094.70
13747	405	665-080-80-00	$1,094.70	$1,094.70
13747	406	665-081-01-00	$1,267.56	$0.00
13747	407	665-081-02-00	$1,094.59	$0.00
13747	408	665-081-03-00	$978.78	$0.00
13747	409	665-081-04-00	$1,267.56	$0.00
13747	410	665-081-05-00	$1,267.56	$0.00
13747	411	665-081-06-00	$1,094.59	$0.00
13747	412	665-081-07-00	$1,267.56	$0.00
13747	413	665-081-08-00	$978.78	$0.00
13747	414	665-081-09-00	$1,094.59	$0.00
13747	415	665-081-10-00	$978.78	$0.00
13747	416	665-081-11-00	$1,267.56	$0.00
13747	417	665-081-12-00	$1,094.59	$0.00
13747	418	665-081-13-00	$978.78	$0.00
13747	419	665-081-14-00	$1,267.56	$0.00
13747	420	665-081-15-00	$1,094.59	$0.00
13747	421	665-081-16-00	$1,267.56	$0.00
13747	422	665-081-17-00	$1,094.59	$0.00
13747	423	665-081-18-00	$1,267.56	$0.00
13747	424	665-081-19-00	$1,094.59	$0.00
13747	425	665-081-20-00	$1,096.71	$1,096.70
13747	426	665-081-21-00	$1,270.05	$1,270.04
13747	427	665-081-22-00	$1,096.71	$1,096.70
13747	428	665-081-23-00	$980.72	$980.70
13747	429	665-081-24-00	$1,267.56	$0.00
13747	430	665-081-25-00	$1,094.59	$0.00
13747	431	665-081-26-00	$978.78	$0.00
13747	432	665-081-27-00	$1,267.56	$0.00
13747	433	665-081-28-00	$1,094.59	$0.00
13747	434	665-081-29-00	$1,267.56	$0.00
13747	435	665-081-30-00	$1,094.59	$0.00
13747	436	665-081-31-00	$978.78	$0.00
13747	437	665-081-32-00	$1,267.56	$0.00
13747	438	665-081-33-00	$1,094.59	$0.00
13747	439	665-081-34-00	$1,267.56	$0.00
13747	440	665-081-35-00	$1,094.59	$0.00
13747	441	665-081-36-00	$1,267.56	$0.00
13747	442	665-081-37-00	$978.78	$0.00
13747	443	665-081-38-00	$1,094.59	$0.00
13747	444	665-081-39-00	$1,270.05	$1,270.04
13747	445	665-081-40-00	$980.72	$980.70

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13747	446	665-081-41-00	$1,096.71	$1,096.70
13747	447	665-081-42-00	$1,270.05	$1,270.04
13747	448	665-081-43-00	$1,096.71	$1,096.70
13747	449	665-081-44-00	$1,270.05	$1,270.04
13747	450	665-081-45-00	$980.72	$980.70
13747	451	665-081-46-00	$1,270.05	$1,270.04
13747	452	665-081-47-00	$1,096.71	$1,096.70
13860	1	665-090-01-00	$1,134.93	$1,134.92
13860	2	665-090-02-00	$1,063.30	$1,063.28
13860	3	665-090-03-00	$1,134.93	$1,134.92
13860	4	665-090-04-00	$1,390.85	$1,390.84
13860	5	665-090-05-00	$1,063.30	$1,063.28
13860	6	665-090-06-00	$1,390.85	$1,390.84
13860	7	665-090-07-00	$1,063.30	$1,063.28
13860	8	665-090-08-00	$1,390.85	$1,390.84
13860	9	665-090-09-00	$1,134.93	$1,134.92
13860	10	665-090-10-00	$1,390.85	$1,390.84
13860	11	665-090-11-00	$1,063.30	$1,063.28
13860	12	665-090-12-00	$1,134.93	$1,134.92
13860	13	665-090-13-00	$1,390.85	$1,390.84
13860	14	665-090-14-00	$1,134.93	$1,134.92
13860	15	665-090-15-00	$1,390.85	$1,390.84
13860	16	665-090-16-00	$1,134.93	$1,134.92
13860	17	665-090-17-00	$1,063.30	$1,063.28
13860	18	665-090-18-00	$1,390.85	$1,390.84
13860	19	665-090-19-00	$1,134.93	$1,134.92
13860	20	665-090-20-00	$1,063.30	$1,063.28
13860	21	665-090-21-00	$1,134.93	$1,134.92
13860	22	665-090-22-00	$1,390.85	$1,390.84
13860	23	665-090-23-00	$1,134.93	$1,134.92
13860	24	665-090-24-00	$1,390.85	$1,390.84
13860	25	665-090-25-00	$1,063.30	$1,063.28
13860	26	665-090-26-00	$1,390.85	$1,390.84
13860	27	665-090-27-00	$1,063.30	$1,063.28
13860	28	665-090-28-00	$1,390.85	$1,390.84
13860	29	665-090-29-00	$1,390.85	$1,390.84
13860	30	665-090-30-00	$1,134.93	$1,134.92
13860	31	665-090-31-00	$1,063.30	$1,063.28
13860	32	665-090-32-00	$1,134.93	$1,134.92
13860	33	665-090-33-00	$1,390.85	$1,390.84
13860	34	665-090-34-00	$1,063.30	$1,063.28
13860	35	665-090-35-00	$1,134.93	$1,134.92
13860	36	665-090-36-00	$1,390.85	$1,390.84

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13860	37	665-090-37-00	$1,134.93	$1,134.92
13860	38	665-090-38-00	$1,390.85	$1,390.84
13860	39	665-090-39-00	$1,134.93	$1,134.92
13860	40	665-090-40-00	$1,390.85	$1,390.84
13860	41	665-090-41-00	$1,390.85	$1,390.84
13860	42	665-090-42-00	$1,063.30	$1,063.28
13860	43	665-090-43-00	$1,134.93	$1,134.92
13860	44	665-090-44-00	$1,390.85	$1,390.84
13860	45	665-090-45-00	$1,063.30	$1,063.28
13860	46	665-090-46-00	$1,134.93	$1,134.92
13860	47	665-090-47-00	$1,063.30	$1,063.28
13860	48	665-090-48-00	$1,390.85	$1,390.84
13860	49	665-090-49-00	$1,134.93	$1,134.92
13860	50	665-090-50-00	$1,390.85	$1,390.84
13860	51	665-090-51-00	$1,134.93	$1,134.92
13860	52	665-090-52-00	$1,390.85	$1,390.84
13860	53	665-090-53-00	$1,134.93	$1,134.92
13860	54	665-090-54-00	$1,063.30	$1,063.28
13860	55	665-090-55-00	$1,390.85	$1,390.84

Total Parcels	**578**
Total Taxable Parcels	**108**
Total Maximum Annual Special Tax	**$388,839.76**
Total Assigned Special Tax	**$125,587.80**

Community Facilities District No. 2 Annual Special Tax Report

Fiscal Year Ending June 30, 2024

San Ysidro School District

2024 / 2025

KeyAnalytics

A division of California Financial Services

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Introduction

Community Facilities District No. 2 ("CFD No. 2") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 2 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 2 encompass approximately 246 acres within the City of San Diego. As of the date of this Annual Special Tax Report ("Report"), all property zoned for residential development within CFD No. 2 has been developed.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 2 for the purpose of establishing the Special Tax Levy for Fiscal Year 2024/2025. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 2.

Section II – Fiscal Year 2023/2024 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2023/2024 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 2.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 2 for Fiscal Year 2024/2025.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 2.

Section VI – Fiscal Year 2024/2025 Special Tax Levy

Section VI provides the Fiscal Year 2024/2025 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 2 with those repaid from other revenue sources including Community Facilities District Nos. 1 and 3. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 2 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 2 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation issued in the amount of $16,455,000 on April 29, 2021.

The Special Taxes levied and collected on taxable property within CFD No. 2 (net of certain administrative expenses of CFD No. 2) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District is outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2023/2024 Special Tax Levy

Each Fiscal Year, CFD No. 2 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2023/2024.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2023/2024 is summarized by Special Tax classification in the table below.

Fiscal Year 2023/2024 Special Tax Levy

Tax Class	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
Developed Property	877 Units	$1,123.82 per Unit	$985,590.36
Undeveloped Property	0.00 Acres	$0.00 per Acre	0.00
Total			**$985,590.36**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 2, for the Fiscal Year 2023/2024 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2023/2024 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 2
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$910,522.22	7	$904,847.79	$5,674.43	0.62%	$0.00	0.00%
2020/2021	928,733.28	6	924,102.56	4,630.72	0.50%	0.00	0.00%
2021/2022	947,316.46	7	941,458.49	5,857.97	0.62%	0.00	0.00%
2022/2023	966,265.12	6	960,827.46	5,437.66	0.56%	1,076.04	0.11%
2023/2024	985,590.36	13	974,966.54	10,623.82	1.08%	10,623.82	1.08%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 2.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.02) is $557,236.68. A summary of the transactions from July 1, 2023 to May 31, 2024 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of May 31, 2024, of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of May 31, 2024

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,576.88
2015	Lease Payment Fund	21902100-1	2,111.27
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	61.81
2016	Lease Payment Fund	22956900-1	3,619.72
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	331,211.79
2021	CFD No. 2 Special Tax Fund	21758900-2	670,204.24
2021	CFD No. 3 Special Tax Fund	21758900-3	2,259,950.58
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	9,537.95
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.20
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	149.02
2021	CFD No. 3 Interest Account	25931801-1	0.45
2021	CFD No. 3 Principal Account	25931801-2	222.07
2021	Surplus Fund	25931801-3	0.00
Total			**$3,778,660.98**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 2 based on the financial obligations for Fiscal Year 2024/2025.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 2 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 2 or Lease Payments are available to fund the Authorized Facilities of CFD No. 2. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2024/2025

Annual Special Tax Requirement for CFD No. 2

Fiscal Year 2023/2024 Remaining Sources		**$1,227,440.92**
Balance in Fund 49 (as of May 31, 2024)	$557,236.68	
Balance in CFD No. 2 Special Tax Fund (as of May 31, 2024)	670,204.24	
Fiscal Year 2023/2024 Remaining Obligations		**($1,227,440.92)**
COP Lease Payment Pledge [1]	($610,943.41)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(586,497.51)	
Fiscal Year 2023/2024 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2024/2025 Obligations		**($1,005,297.32)**
COP Lease Payment Pledge [1]	($746,193.90)	
Administrative Expense Budget	(37,493.10)	
Anticipated Special Tax Delinquencies [2]	(10,836.24)	
Direct Construction of Authorized Facilities	(210,774.08)	
Fiscal Year 2024/2025 Annual Special Tax Requirement		**$1,005,297.32**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.
[2] Assumes the Second Installment for Fiscal Year 2023/2024 delinquency rate of 1.08%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2024/2025 Administrative Expenses are shown in the table below.

Fiscal Year 2024/2025 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2024/2025 Budget
District Staff and Expenses	$7,500.00
Consultant Expenses	14,200.00
County Tax Collection Fees	87.70
Contingency for Legal	15,705.40
Total Expenses	**$37,493.10**

V. Development

Each Fiscal Year, parcels within CFD No. 2 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 2. For reference, the boundary map of CFD No. 2 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Developed Property once a Building Permit is issued prior to January 1 of the prior Fiscal Year. Once classified as Developed Property, each parcel is taxed for a period not to exceed 30 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 2. The table below summarizes the number of parcels with Building Permits issued and the fiscal year those parcels were initially classified as Developed Property.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2024/2025

Initial Tax Year	Classification	Number of Units
2001/2002	Developed Property	33
2002/2003	Developed Property	19
2003/2004	Developed Property	57
2004/2005	Developed Property	405
2005/2006	Developed Property	363
Total		**877**

VI. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 2 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2024/2025 by Property Category as determined by the RMA for CFD No. 2 can be found in the table below.

Special Tax Levy of CFD No. 2

Tax Class	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
Developed Property	877 Units	$1,123.82 per Unit	$1,005,297.32
Undeveloped Property	0.00 Acres	$0.00 per Acre	0.00
Total			**$1,005,297.32**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

https://calschools.sharepoint.com/cfs/unregulated/san ysidro/developer revenue/cfd admin/cfd no. 2/fy 2024-25/sanysidrosd_cfd2_fy2425_specialtaxreport_d1.docx

Exhibit A

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO ELEMENTARY SCHOOL DISTRICT (REMINGTON HILLS PROJECT)

All Taxable Property within Community Facilities District No. 2, hereinafter referred to as the "CFD No. 2", shall be subject to the Special Tax in the manner and at the times as specified below.

ASSIGNMENT TO LAND USE CATEGORIES

In each Fiscal Year, all Taxable Property within CFD No. 2 shall be classified as Developed or Undeveloped Property, and shall be subject to the Special Tax in accordance with the following rate and method of apportionment. The applicable Special Tax for each Assessor's Parcel of Developed Property shall be determined on the basis of $607.25 per dwelling unit for building permits issued prior to January 1, 1997.

MAXIMUM SPECIAL TAX RATES

1. Developed Property

   a. Initial Maximum Special Tax

      The Maximum Special Tax for each Assessor's Parcel of Developed Property shall be based upon the Initial Maximum Special Tax corresponding to the first Fiscal Year in which the parcel was classified as Developed Property. The Fiscal Year 1997-98 Initial Maximum Special Tax for Developed Property shall be determined on the basis of $607.25 per residential dwelling unit.

      The Maximum Special Tax for each residential dwelling units in each Fiscal Year subsequent to 1997-98 shall be determined by increasing the Initial Maximum Special Tax for the previous Fiscal Year by the greater of two percent (2.00%) or the percentage annual change in the Index measured as of January 1 of 1998 and annually thereafter.

      Notwithstanding the above, once an Assessor's Parcel is classified as Developed Property, the Maximum Special Tax for such parcel shall increase by two percent (2.00%) annually, thereafter.

2. Undeveloped Property

The Fiscal Year 1997-98 Maximum Special Tax for Undeveloped Property is $500 per acre. The Maximum Special Tax for Undeveloped Property shall increase by two percent (2.00%) annually, thereafter but shall not be levied without the consent of the record owner of such property.

METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2000-2001 and in each Fiscal Year thereafter, the Board shall levy the Special Tax as follows:

First, the Special Tax shall be levied on each Assessor's Parcel of Developed Property in the amount of the Maximum Special Tax for each such Assessor's Parcel.

Second, if additional Special Taxes are needed after the first step has been completed, then the Special Tax subject to the consent of the record owner shall be levied on each Assessor's Parcel of Undeveloped Property up to the Maximum Special Tax for Undeveloped Property until the amount of the Special Taxes levied equals the Special Tax Requirement.

COLLECTION OF ANNUAL SPECIAL TAXES

Annual Special Taxes will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes.

TERM OF SPECIAL TAX

The Special Tax for Developed Property shall be levied for a period of 30 years commencing with the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

EXEMPTIONS

The Board shall not levy any Special Taxes on properties owned by the State of California, Federal or other local governments except as otherwise provided in Sections 53317.3 and 53317.5 of the Government Code. Furthermore, the Board shall not levy any Special Taxes on an Assessor's Parcel owned by a homeowners' association or an Assessor's Parcel with public or utility easements making impractical its utilization other than for the purposes set forth in the easement.

APPEALS

Any landowner or resident who contends that the amount of the Special Tax levied is in error may file a notice with the Board appealing the levy of the Special Tax. A representative of CFD No. 2 will review the appeal and, if necessary, meet with the appellant. If the findings of the representative confirm that the amount of the special tax should be modified or changed, then, as appropriate, the special tax levy shall be corrected. If the appellant is in disagreement with the findings of the representative, he may appeal the representative's decision to the Board.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any ordinary and necessary expenses of CFD No. 2, including, not by way of limitation, all expenses incurred by the Board, including reasonable staff time and consultant expense, to carry out its duties as the legislative body of CFD No. 2.

"Assessor's Parcel" means a parcel of land designated on a map of the County of San Diego Assessor which has been assigned a unique identifying number.

"Board" means the Governing Board of the San Ysidro School District acting as the legislative body of CFD No. 2.

"Bond Issue" means a bond issue, certificates of participation, or any other type of financing, including refunding bonds, selected by the Board and issued by CFD No. 2.

"Developed Property" means Taxable Property for which a building permit was issued prior to January 1 of the Fiscal Year preceding the Fiscal Year for which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 and ending the following June 30.

"Index" means the Marshall & Swift Class D Wood Frame Index published by the State Allocation Board. In the event the Marshall & Swift Class D Wood Frame Index ceases to be published, the index used by the State Allocation Board in place of the school construction cost index, currently found in the monthly meeting agenda, shall be applied.

"Initial Maximum Special Tax" means the maximum Special Tax applicable to an Assessor's Parcel in the first Fiscal Year in which it has been classified as Developed Property.

"Maximum Special Tax" means the maximum Special Tax, determined pursuant to the section entitled "Maximum Special Tax Rates," which may be levied by the Board in any Fiscal Year.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed and Undeveloped Property.

"Special Tax Requirement" means those costs which can be paid with Special Taxes, including: (1) debt service or payments on all Bond Issues or other financing or other periodic costs on the bonds or other indebtedness of CFD No. 2, (2) the cost of acquisition of land, school facilities, buses, (3) the construction, furnishing or equipping of school facilities, (4) the maintenance of elementary and secondary school sites and structures, (5) the reasonable and

necessary Administrative Expenses of CFD No. 2, (6) the accumulation of funds reasonably required for future debt service, (7) costs associated with the release of funds from an escrow account, (8) any amounts required to establish or replenish any reserve fund established in association with Bond Issues or other indebtedness of CFD No. 2, (9) lease payments for existing or future school facilities and buses, and (10) any other payments permitted by law.

"Taxable Property" means real property within the boundaries of CFD No. 2 which is not exempt from special taxes pursuant to the Act or pursuant to the "Exemptions" Section herein.

"Undeveloped Property" means Taxable Property not classified as Developed Property.

Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]							COP Lease Payments				
	CFD No. 1	CFD No. 2	CFD No. 3	Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	Series 2015	Series 2016	Series 2021	Total COPs Lease Payments	Remaining Revenue [3]
2024/2025	$125,587.40	$1,005,302.17	$2,633,062.56	($119,509.26)	*$3,644,442.87*	$0.00	$3,644,442.87	$1,582,625.00	$433,750.00	$863,217.52	*$2,879,592.52*	$764,850.35
2025/2026	1,118.64	1,025,408.21	2,685,723.81	(87,165.30)	*3,625,085.36*	0.00	3,625,085.36	1,499,625.00	449,550.00	905,217.52	*2,854,392.52*	770,692.84
2026/2027	0.00	1,045,916.37	2,739,438.29	(87,767.60)	*3,697,587.07*	0.00	3,697,587.07	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	785,294.55
2027/2028	0.00	1,066,834.70	2,794,227.05	(89,522.95)	*3,771,538.81*	0.00	3,771,538.81	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	798,321.29
2028/2029	0.00	1,088,171.40	2,850,111.60	(91,313.41)	*3,846,969.58*	0.00	3,846,969.58	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	818,102.06
2029/2030	0.00	1,109,934.82	2,668,943.36	(93,139.68)	*3,685,738.51*	0.00	3,685,738.51	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	813,170.99
2030/2031	0.00	1,132,133.52	2,617,365.69	(95,002.47)	*3,654,496.74*	0.00	3,654,496.74	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	819,929.22
2031/2032	0.00	1,113,298.18	2,552,165.62	(96,902.52)	*3,568,561.29*	0.00	3,568,561.29	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	819,393.77
2032/2033	0.00	1,111,191.29	2,455,653.20	(98,840.57)	*3,468,003.91*	(350,000.00)	3,118,003.91	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	789,336.39
2033/2034	0.00	1,058,700.38	2,307,471.21	(100,817.38)	*3,265,354.21*	(200,000.00)	3,065,354.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	793,786.69
2034/2035	0.00	527,179.84	2,145,745.76	(102,833.73)	*2,570,091.87*	350,000.00	2,920,091.87	0.00	922,950.00	1,206,117.52	*2,129,067.52*	791,024.35
2035/2036	0.00	0.00	2,104,204.82	(58,272.45)	*2,045,932.38*	225,000.00	2,270,932.38	0.00	363,150.00	1,166,117.52	*1,529,267.52*	741,664.86
2036/2037	0.00	0.00	1,968,469.75	(59,437.90)	*1,909,031.86*	(125,000.00)	1,784,031.86	0.00	267,800.00	806,517.52	*1,074,317.52*	709,714.34
2037/2038	0.00	0.00	1,926,744.25	(60,626.65)	*1,866,117.59*	(150,000.00)	1,716,117.59	0.00	0.00	1,001,477.52	*1,001,477.52*	714,640.07
2038/2039	0.00	0.00	1,298,924.29	(61,839.19)	*1,237,085.11*	650,000.00	1,887,085.11	0.00	0.00	1,146,502.52	*1,146,502.52*	740,582.59
2039/2040	0.00	0.00	1,313,029.42	(63,075.97)	*1,249,953.45*	0.00	1,249,953.45	0.00	0.00	557,650.02	*557,650.02*	692,303.43
2040/2041	0.00	0.00	1,312,448.63	(64,337.49)	*1,248,111.14*	100,000.00	1,348,111.14	0.00	0.00	632,525.02	*632,525.02*	715,586.12
2041/2042	0.00	0.00	1,338,697.61	(65,624.24)	*1,273,073.37*	0.00	1,273,073.37	0.00	0.00	555,487.52	*555,487.52*	717,585.85
2042/2043	0.00	0.00	1,365,471.56	(66,936.72)	*1,298,534.83*	0.00	1,298,534.83	0.00	0.00	564,912.52	*564,912.52*	733,622.31
2043/2044	0.00	0.00	1,392,780.99	(68,275.46)	*1,324,505.53*	0.00	1,324,505.53	0.00	0.00	573,887.52	*573,887.52*	750,618.01
2044/2045	0.00	0.00	1,420,636.61	(69,640.97)	*1,350,995.64*	0.00	1,350,995.64	0.00	0.00	586,775.00	*586,775.00*	764,220.64
2045/2046	0.00	0.00	1,391,305.89	(71,033.79)	*1,320,272.10*	0.00	1,320,272.10	0.00	0.00	549,068.76	*549,068.76*	771,203.34
2046/2047	0.00	0.00	1,419,132.01	(72,454.46)	*1,346,677.54*	0.00	1,346,677.54	0.00	0.00	556,956.26	*556,956.26*	789,721.28
2047/2048	0.00	0.00	1,274,395.36	(73,903.55)	*1,200,491.81*	0.00	1,200,491.81	0.00	0.00	414,368.76	*414,368.76*	786,123.05
2048/2049	0.00	0.00	1,019,614.41	(75,381.62)	*944,232.79*	0.00	944,232.79	0.00	0.00	164,868.76	*164,868.76*	779,364.03
2049/2050	0.00	0.00	904,577.98	(76,889.26)	*827,688.72*	0.00	827,688.72	0.00	0.00	46,068.76	*46,068.76*	781,619.96
Total	**$2,078,379.34**	**$15,111,976.11**	**$59,117,821.80**	**($2,525,603.41)**	**$73,782,573.83**	**$500,000.00**	**$74,282,573.83**	**$21,123,125.00**	**$8,462,250.00**	**$22,515,569.08**	**$52,100,944.08**	**$22,181,629.75**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

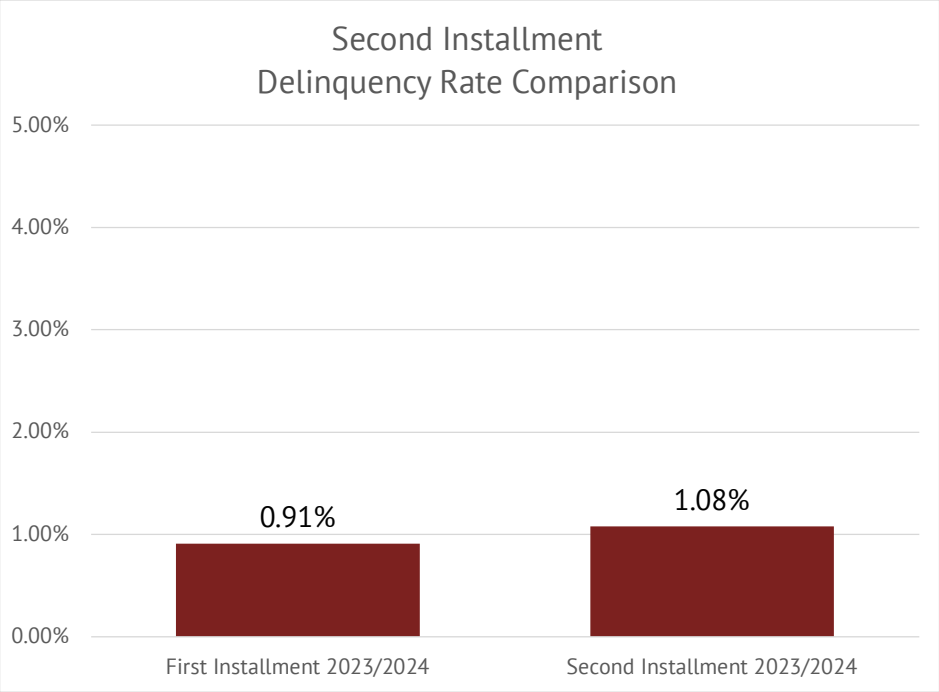
San Ysidro School District Community Facilities District No. 2

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2024	**$985,590.36**
Amount Paid	**$974,966.54**
Amount Remaining to be Collected	**$10,623.82**
Number of Parcels Delinquent	**13**
Delinquency Rate	**1.08%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshold	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

San Ysidro School District Community Facilities District No. 2

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$910,522.22	7	$904,847.79	$5,674.43	0.62%	$0.00	0.00%
2020/2021	928,733.28	6	924,102.56	4,630.72	0.50%	0.00	0.00%
2021/2022	947,316.46	7	941,458.49	5,857.97	0.62%	0.00	0.00%
2022/2023	966,265.12	6	960,827.46	5,437.66	0.56%	1,076.04	0.11%
2023/2024 [1]	985,590.36	13	974,966.54	10,623.82	1.08%	10,623.82	1.08%

[1] Delinquency data as of April 10, 2024.

Historical Delinquency Rate

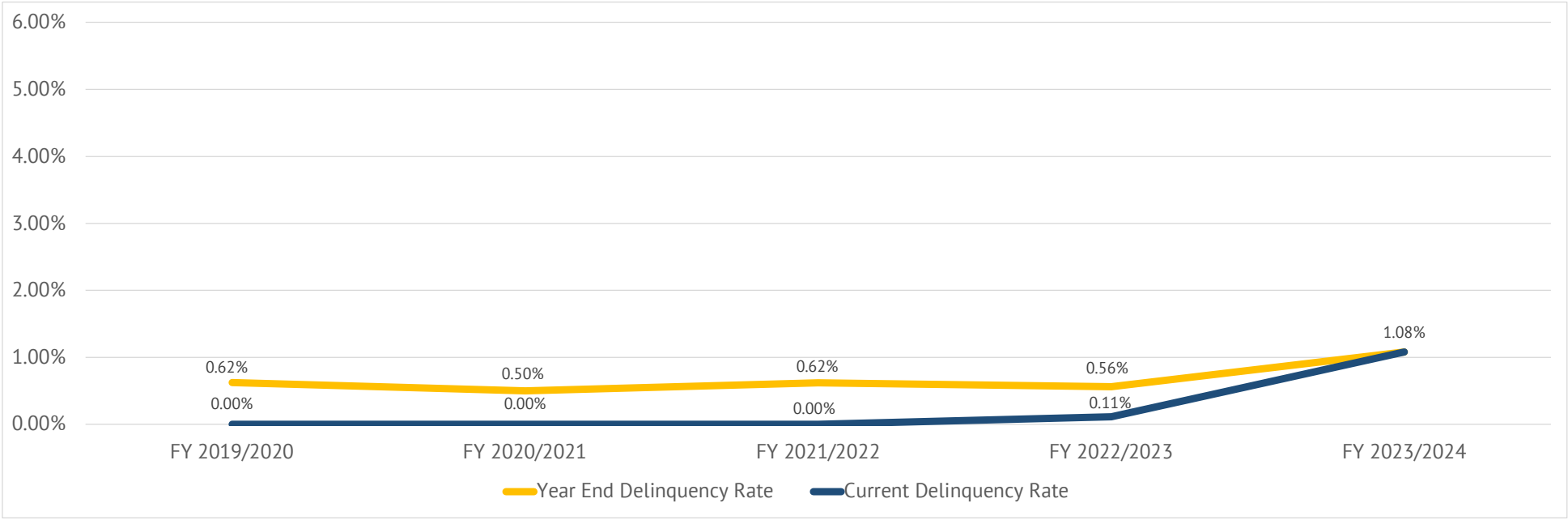


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:02

Subfund: Fund 49.2:9010 (CFD #2) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	$53,132.21	$12,423,566.72	$0.00	$0.00	($11,564,506.09)	$912,192.84			BEGINNING BALANCE
07-21-2023		$5,309.60				$917,502.44		FA-0001170631	Tax Apport #12-Investment Fds
10-10-2023		$4,516.11				$922,018.55		FA-0001206971	Tax Apport #3-Investment Fds
10-23-2023	$389.48					$922,408.03		FA-0001207960	Interest 1Q-1st distribution
10-31-2023					($452,327.50)	$470,080.53	San Ysidro School District	DO-0001222024	Clear Exp Susp 10.31.23 COPS 4
10-31-2023					($430,852.73)	$39,227.80	San Ysidro School District	DO-0001222024	Clear Exp Susp 10.31.23 COPS 4
11-14-2023		$17,115.92				$56,343.72		FA-0001215589	Tax Apport #4-Investment Fds
12-12-2023		$87,692.41				$144,036.13		FA-0001225268	Tax Apport #5-Investment Fds
12-28-2023	$3,167.55					$147,203.68		FA-0001228076	Interest 1Q-2nd distribution
01-09-2024	$1,136.23					$148,339.91		FA-0001230644	Interest 1Q-3rd distribution
01-16-2024		$401,935.99				$550,275.90		FA-0001231431	Tax Apport #6-Investment Fds
01-23-2024	$86.74					$550,362.64		FA-0001233587	Interest 2Q-1st distribution
02-13-2024		$9,551.07				$559,913.71		FA-0001240951	Tax Apport #7-Investment Fds
03-19-2024		$14,439.39				$574,353.10		FA-0001253608	Tax Apport #8-Investment Fds
03-25-2024	$514.87					$574,867.97		FA-0001256977	Interest 2Q-2nd distribution
04-16-2024		$440,455.59				$1,015,323.56		FA-0001262577	Tax Apport #9-Investment Fds
04-18-2024	$245.39					$1,015,568.95		FA-0001263507	Interest 2Q-3rd distribution
04-22-2024	$132.95					$1,015,701.90		FA-0001264804	Interest 3Q-1st distribution
05-14-2024		$8,792.71				$1,024,494.61		FA-0001272107	Tax Apport #10-Investment Fds
	$5,673.21	$989,808.79	$0.00	$0.00	($883,180.23)	$112,301.77			DATE RANGE BALANCE
Subfund Total	**$58,805.42**	**$13,413,375.51**	**$0.00**	**$0.00**	**($12,447,686.32)**	**$1,024,494.61**	**Total for Fund 49.2:9010 (CFD #2) - Acquisition Fund**		

Subfund: Fund 49.2:9999 (CFD #2) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	($2,397.66)	$2,397.66	$0.00	$0.00	$0.00	$0.00			BEGINNING BALANCE
07-21-2023		$2,565.33				$2,565.33		FA-0001168407	Interest 4Q-1st distribution
08-21-2023				($883,180.23)		($880,614.90)		FA-0001195909	Wire Payment 08/21/2023 - Orac
09-29-2023		$4,231.76				($876,383.14)		FA-0001200515	Interest 4Q-2nd distribution
10-02-2023		$447.47				($875,935.67)		FA-0001201673	Interest 4Q-3rd distribution
10-31-2023				$883,180.23		$7,244.56		DO-0001222024	Clear Exp Susp 10.31.23 COPS 4
02-29-2024				($474,502.49)		($467,257.93)		FA-0001253623	Payables A 3575500 183381062|2

Subfund: Fund 49.2:9999 (CFD #2) - Suspense

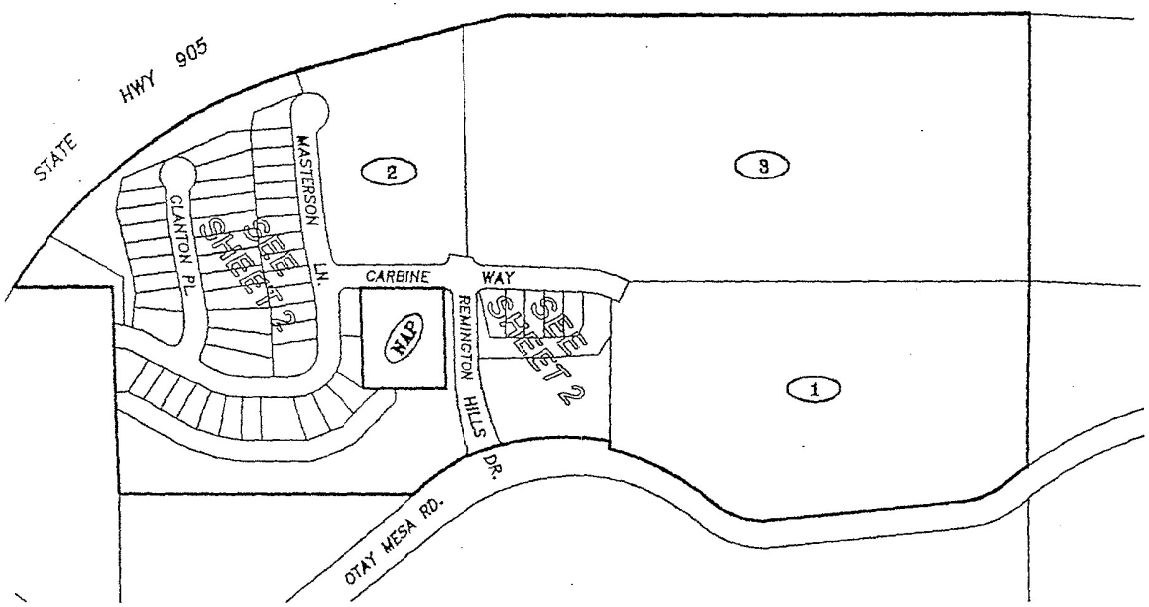
Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
	$0.00	$7,244.56	$0.00	($474,502.49)	$0.00	($467,257.93)			DATE RANGE BALANCE
Subfund Total	**($2,397.66)**	**$9,642.22**	**$0.00**	**($474,502.49)**	**$0.00**	**($467,257.93)**	**Total for Fund 49.2:9999 (CFD #2) - Suspense**		
Fund Total	**$56,407.76**	**$13,423,017.73**	**$0.00**	**($474,502.49)**	**($12,447,686.32)**	**$557,236.68**	**Total for Fund 49:02**		
Grand Total	**$56,407.76**	**$13,423,017.73**	**$0.00**	**($474,502.49)**	**($12,447,686.32)**	**$557,236.68**	**Grand Total for Selected Funds/SubFunds**		

Exhibit E

CFD Boundary Map

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



LEGEND

———	CFD BOUNDARY
(1)	PARCEL ID NUMBER
(NAP)	NOT A PART OF DISTRICT

200 0 200 400 800
Scale 1" = 200'

COMMUNITY FACILITIES DISTRICT BOUNDARY
PARCEL IDENTIFICATION NUMBER

PARCEL ID NO.	ASSESSOR'S PARCEL NO.
1	638-070-75-00
2	638-070-78-00
3	638-070-77-00
4	638-300-01-00
5	638-300-02-00
6	638-300-03-00
7	638-300-04-00
8	638-300-05-00
9	638-300-06-00
10	638-300-07-00
11	638-300-08-00
12	638-300-09-00
13	638-300-10-00
14	638-300-11-00
15	638-300-12-00
16	638-300-13-00
17	638-300-14-00
18	638-300-15-00
19	638-300-16-00
20	638-300-17-00
21	638-300-18-00
22	638-300-19-00
23	638-300-20-00
24	638-300-21-00
25	638-300-22-00
26	638-300-23-00
27	638-300-24-00
28	638-300-25-00
29	638-300-26-00
30	638-300-27-00
31	638-300-28-00
32	638-300-29-00

PARCEL ID NO.	ASSESSOR'S PARCEL NO.
33	638-300-30-00
34	638-300-31-00
35	638-301-01-00
36	638-301-02-00
37	638-301-03-00
38	638-301-04-00
39	638-301-05-00
40	638-301-06-00
41	638-301-07-00
42	638-301-08-00
43	638-301-09-00
44	638-301-10-00
45	638-301-11-00
46	638-301-12-00
47	638-301-13-00
48	638-301-14-00
49	638-301-15-00
50	638-301-16-00
51	638-301-17-00
52	638-301-18-00
53	638-301-19-00
54	638-301-20-00
55	638-301-21-00
56	638-301-22-00
57	638-301-23-00
58	638-301-24-00
59	638-301-25-00
60	638-301-26-00
61	638-301-27-00
62	638-301-28-00
63	638-301-29-00

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 30 DAY OF March 2000.

GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD AT A MEETING THEREOF, HELD ON THE 30 DAY OF March 2000, BY ITS RESOLUTION NO. 9100-3302

GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

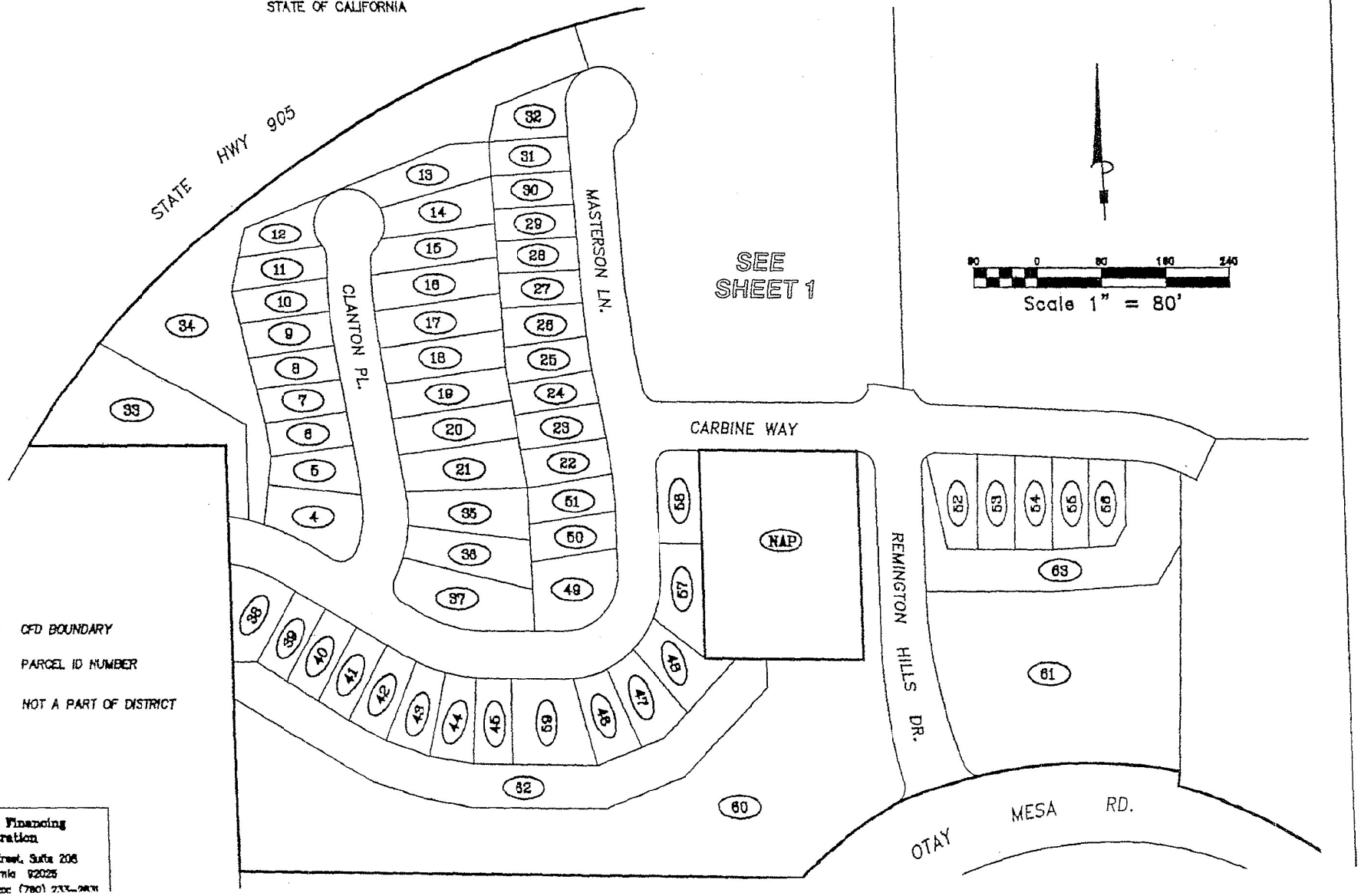
FILED THIS 6 DAY OF April 2000, AT THE HOUR OF 1:50 O'CLOCK P M. IN BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Special District Financing & Administration
333 South Juniper Street, Suite 206
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



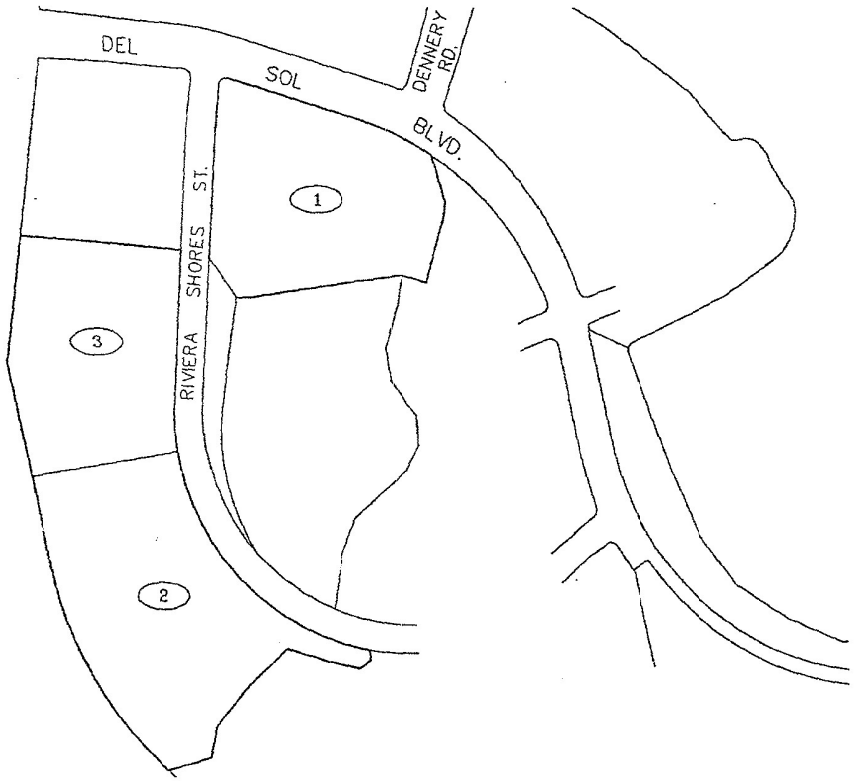
Special District Financing & Administration
333 South Juniper Street, Suite 206
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

BK36 PG4-

SHEET 1 OF 1

BOUNDARY MAP OF ANNEXATION NO. 01/02-01 TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE
SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



LOT DESIGNATION

LOT NO.	ASSESSOR'S PARCEL NO.
1	631-292-01
2	631-292-03
3	631-292-04

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 19th DAY OF September 2002.

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2 (ANNEXATION NO. 01/02-01), OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF September 2002, BY ITS RESOLUTION NO. 02/03-3303 THIS ANNEXATION BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Grace A. Kojima
GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

FILED THIS 27 DAY OF SEPTEMBER 2002 AT THE HOUR OF 11:34 O'CLOCK A.M. AS DOCUMENT NO. 2002-853093 IN BOOK 36 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

M. Hen
COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Conformed Copy

LEGEND

CFD BOUNDARY

(1) LOT DESIGNATION

200 0 200 400 600
Scale 1" = 200'

Special District Financing & Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

(02-007 APRIL 2002)

BK36 PG45

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
1	645-320-01-00
2	645-320-02-00
3	645-320-03-00
4	645-320-04-00
5	645-320-05-00
6	645-320-06-00
7	645-320-07-00
8	645-320-08-00
9	645-320-09-00
10	645-320-10-00
11	645-320-11-00
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13	645-320-13-00
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17	645-320-17-00
18	645-320-18-00
19	645-320-19-00
20	645-320-20-00
21	645-320-21-00
22	645-320-22-00
23	645-320-23-00
24	645-320-24-00
25	645-320-25-00

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
26	645-320-26-00
27	645-320-27-00
28	645-320-28-00
29	645-320-29-00
30	645-320-30-00
31	645-320-31-00
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38	645-320-38-00
39	645-320-39-00
40	645-320-40-00
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43	645-320-43-00
44	645-320-44-00
45	645-320-45-00
46	645-320-46-00
47	645-320-47-00
48	645-320-48-00
49	645-320-49-00
50	645-320-50-00

[REMINGTON HILLS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
51	645-320-51-00
52	645-320-52-00
53	645-320-53-00
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55	645-320-55-00
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67	645-320-67-00
68	645-320-68-00
69	645-320-69-00
70	645-320-70-00
A	645-320-71-00
B	645-320-72-00
C	645-320-73-00

FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 29th DAY OF MAY, 2003

Jorge Luis Parra

JORGE LUIS PARRA, J.D., Ed.S.
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2 (ANNEXATION NO. 02/03-01), OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE 12 DAY OF JUNE 2003, BY ITS RESOLUTION NO. 02/03-33ab THIS ANNEXATION BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 34 AND PAGE 17 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

Jorge Luis Parra

JORGE LUIS PARRA, J.D., Ed.S.
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

FILED THIS 19TH DAY OF JUNE 2003 AT THE HOUR OF 12:29 O'CLOCK P.M. AS DOCUMENT NO. 2003-0733813 IN BOOK 37 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 51 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

Ramona L. Gomez

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Special District Financing
& Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

(03-302 APRIL 2003)

BK 37

Conformed Copy

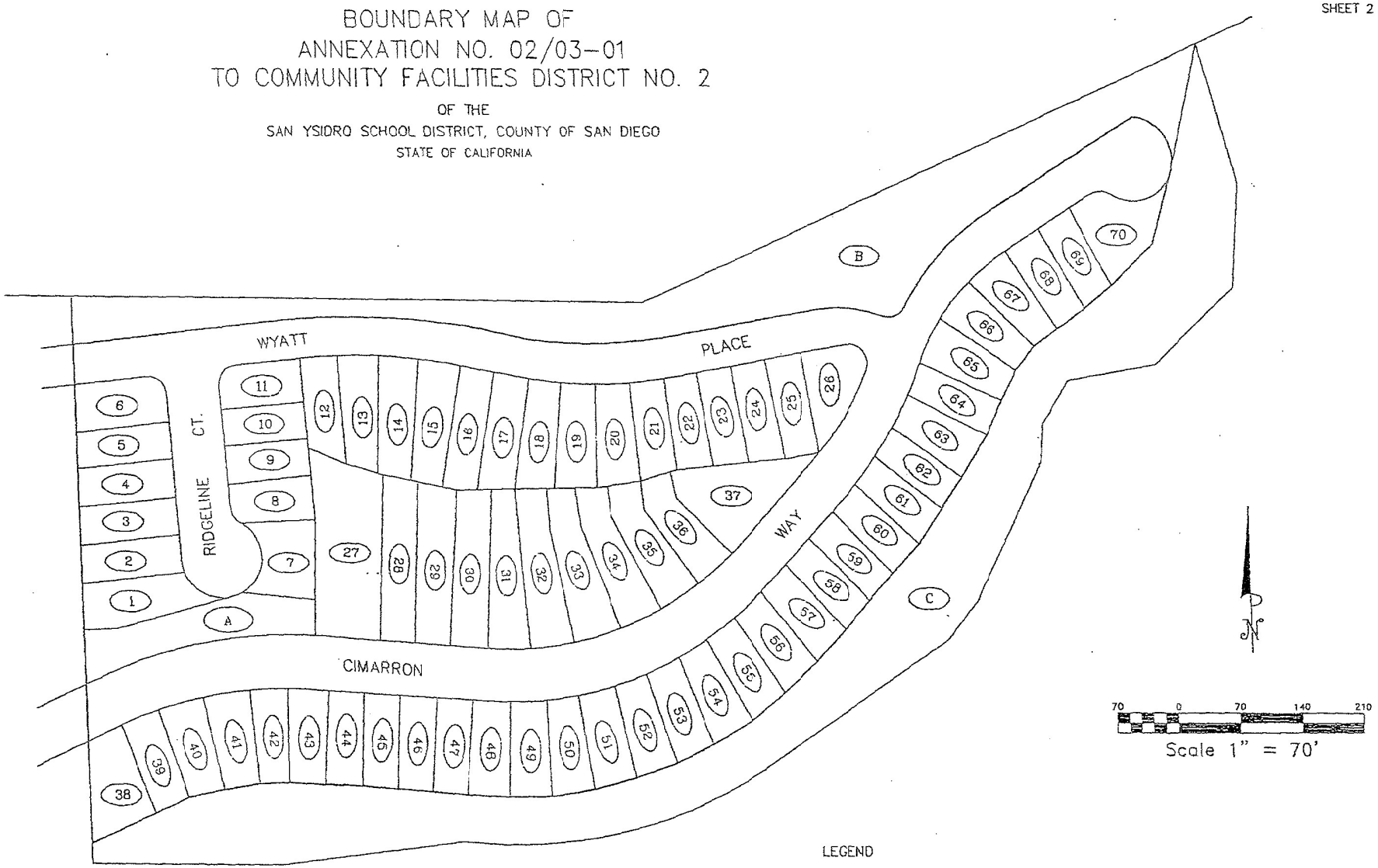
PG 51

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA



LEGEND

CFD BOUNDARY

1 LOT DESIGNATION

Special District Financing
& Administration
333 South Juniper Street, Suite 208
Escondido, California 92025
Tel: (760) 233-2630 Fax: (760) 233-2631

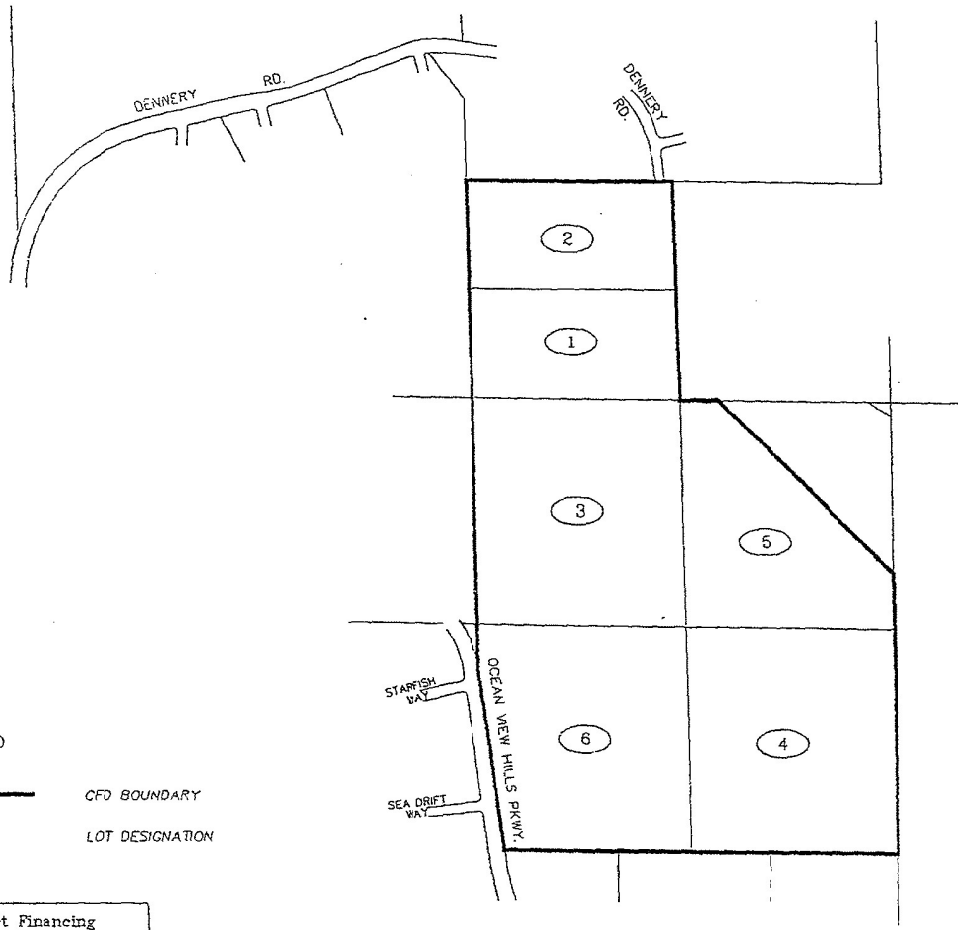
(03-002 APRIL 2003)

BOUNDARY MAP OF
ANNEXATION NO. 02/03-01
TO COMMUNITY FACILITIES DISTRICT NO. 2

OF THE

SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO

STATE OF CALIFORNIA



LEGEND

CFD BOUNDARY

1 LOT DESIGNATION

[HIDDEN TRAILS]

LOT DESIGNATION

LOT NO.	SAN DIEGO COUNTY ASSESSOR'S PARCEL NUMBER
1	645-010-04-00
2	645-010-05-00
3	645-041-04-00
4	645-041-08-00
5	645-041-10-00
6	645-041-15-00

500 0 500 1000 1500

Scale 1" = 500'

Special District Financing
& Administration
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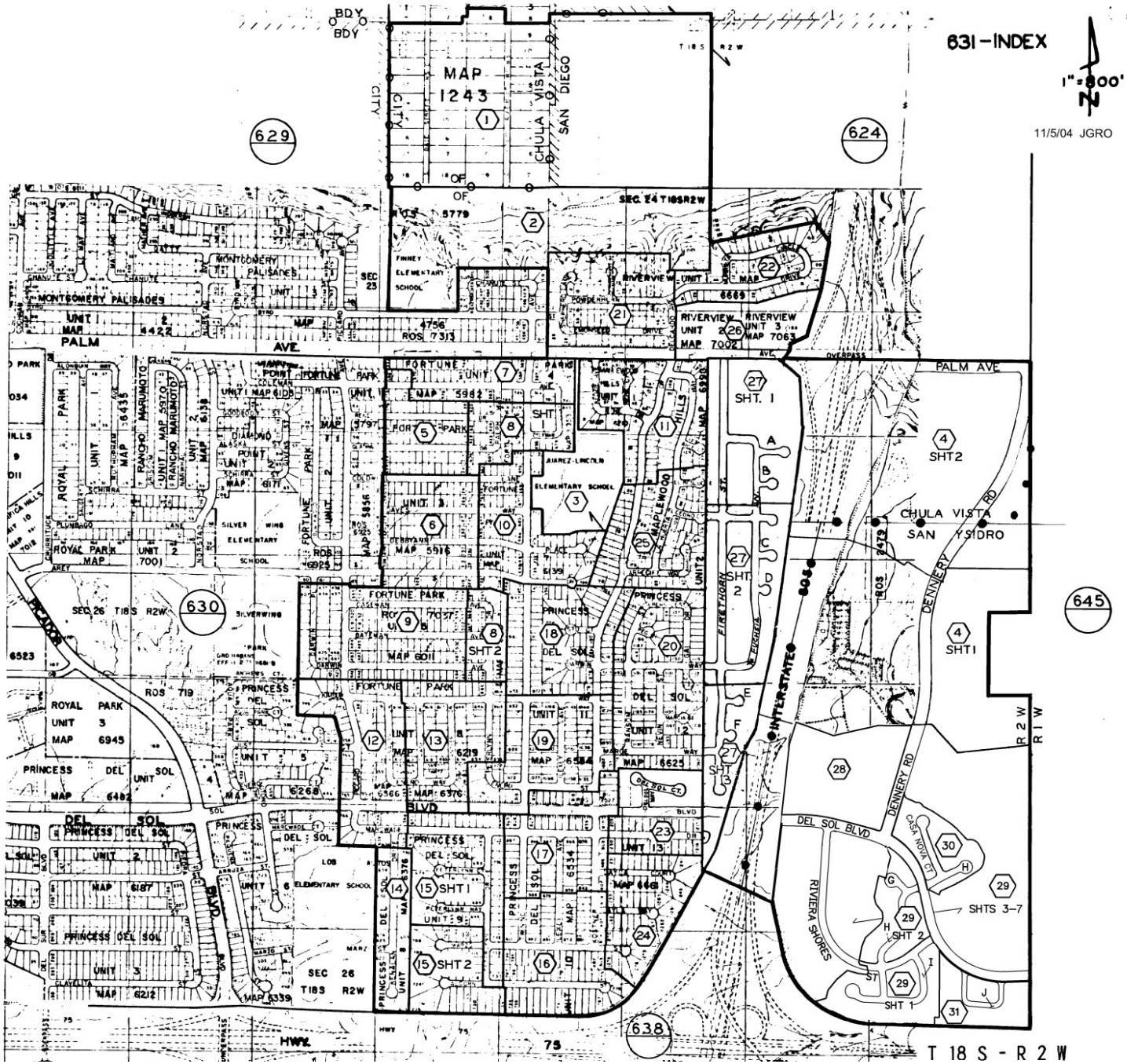
Escondido, California 92025
Tel. (760) 233-2630 Fax: (760) 233-2631

(03-302 APRIL 2003)

Exhibit F

Assessor's Parcel Maps

01
08



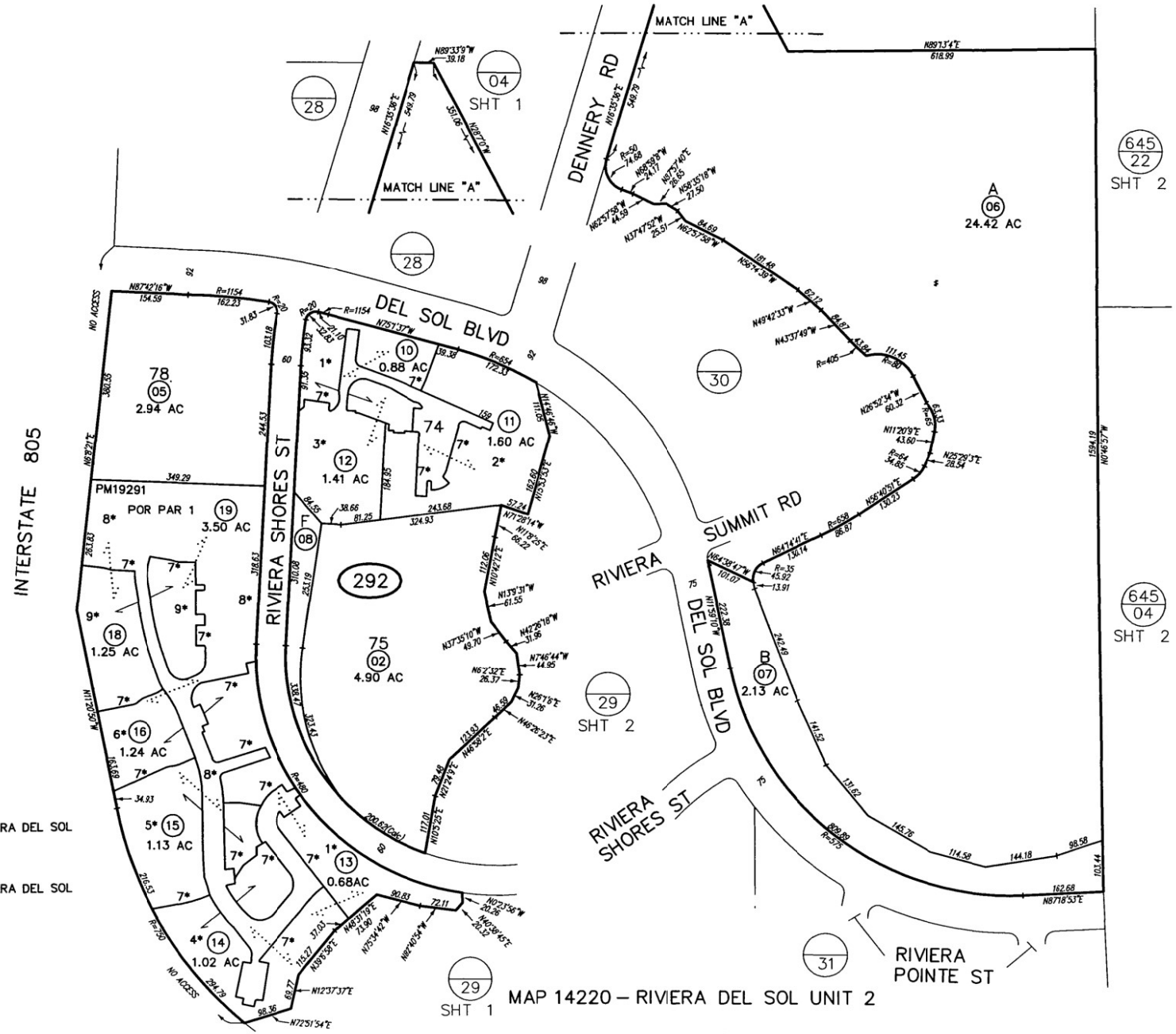
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

J.A. 6-17-75

SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 631 PAGE INDEX

050 # 076

08



8* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 8
DOC03–1517462
(SEE SHT 7)

9* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 7
DOC03–1517461
(SEE SHT 7)

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 3 OF 7
1" = 200'
11/4/04 JGRO
Drawn: 08/14/01 By: JGRO From: 631–030

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
292		01 THRU 08	02	70 CANC.
	03 & 04	09	04	1626
	01	10–12 & CONDO	04	623
	09	13–17 & CONDO		CC
	17	18 & 19 CONDO	05	643

1* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 1
DOC03–1035394
(SEE SHTS 4 & 5)

2* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 2
DOC03–1171529
(SEE SHT 4)

3* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 3
DOC03–1264265
(SEE SHT 4)

4* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 4
DOC03–1264266
(SEE SHT 5)

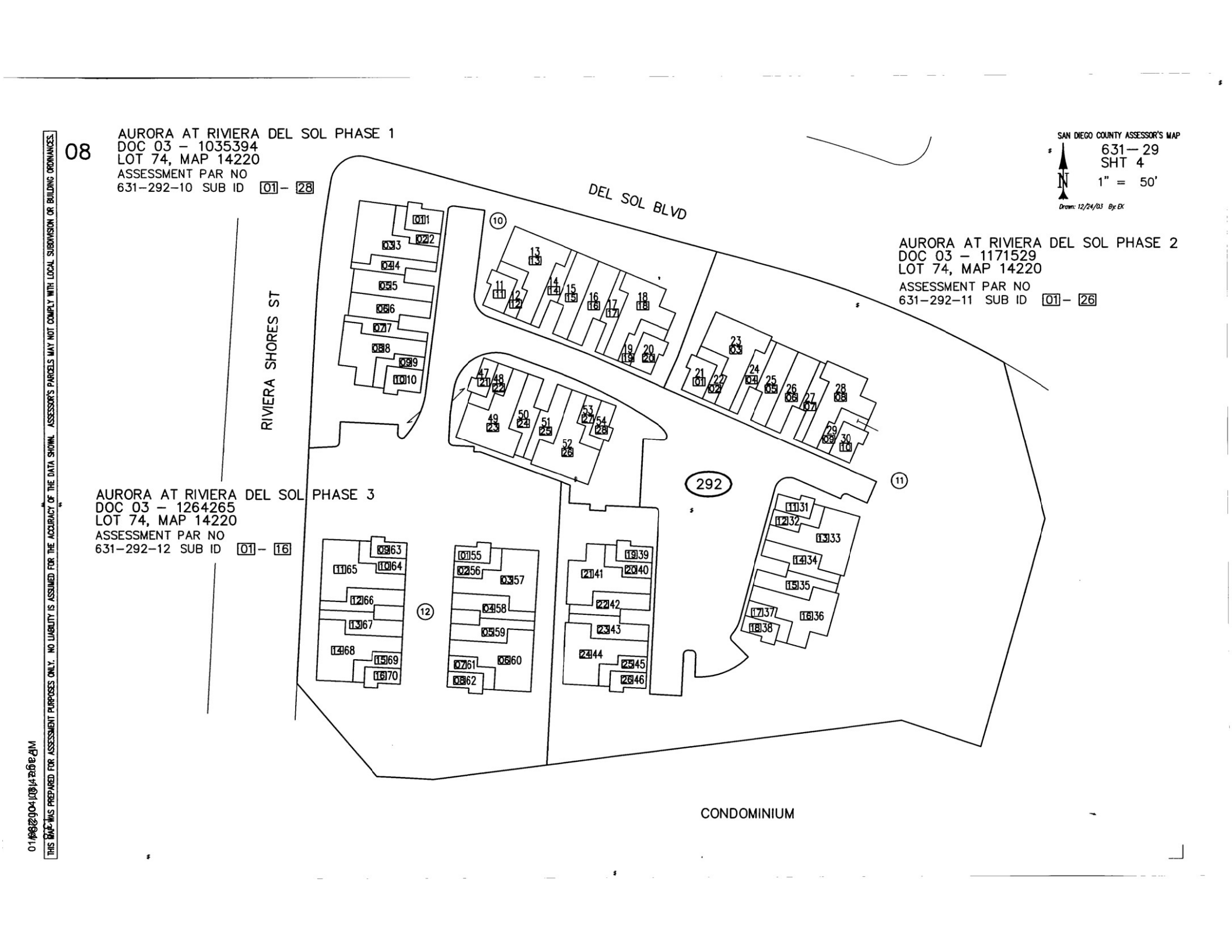
5* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 5
DOC03–1329076
(SEE SHT 6)

6* CONDO
AURORA AT RIVIERA DEL SOL
PHASE 6
DOC03–1409261
(SEE SHT 6)

7* SEE CONDO PLAN FOR BRG & DIST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

11/05/2004 12:54:02 PM


08
AURORA AT RIVIERA DEL SOL PHASE 1
DOC 03 – 1035394
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–10 SUB ID 01 – 28
SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 4
1" = 50'
Drawn: 12/24/03 By: EK
DEL SOL BLVD
RIVIERA SHORES ST
AURORA AT RIVIERA DEL SOL PHASE 2
DOC 03 – 1171529
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–11 SUB ID 01 – 26
AURORA AT RIVIERA DEL SOL PHASE 3
DOC 03 – 1264265
LOT 74, MAP 14220
ASSESSMENT PAR NO
631–292–12 SUB ID 01 – 16
292
CONDOMINIUM
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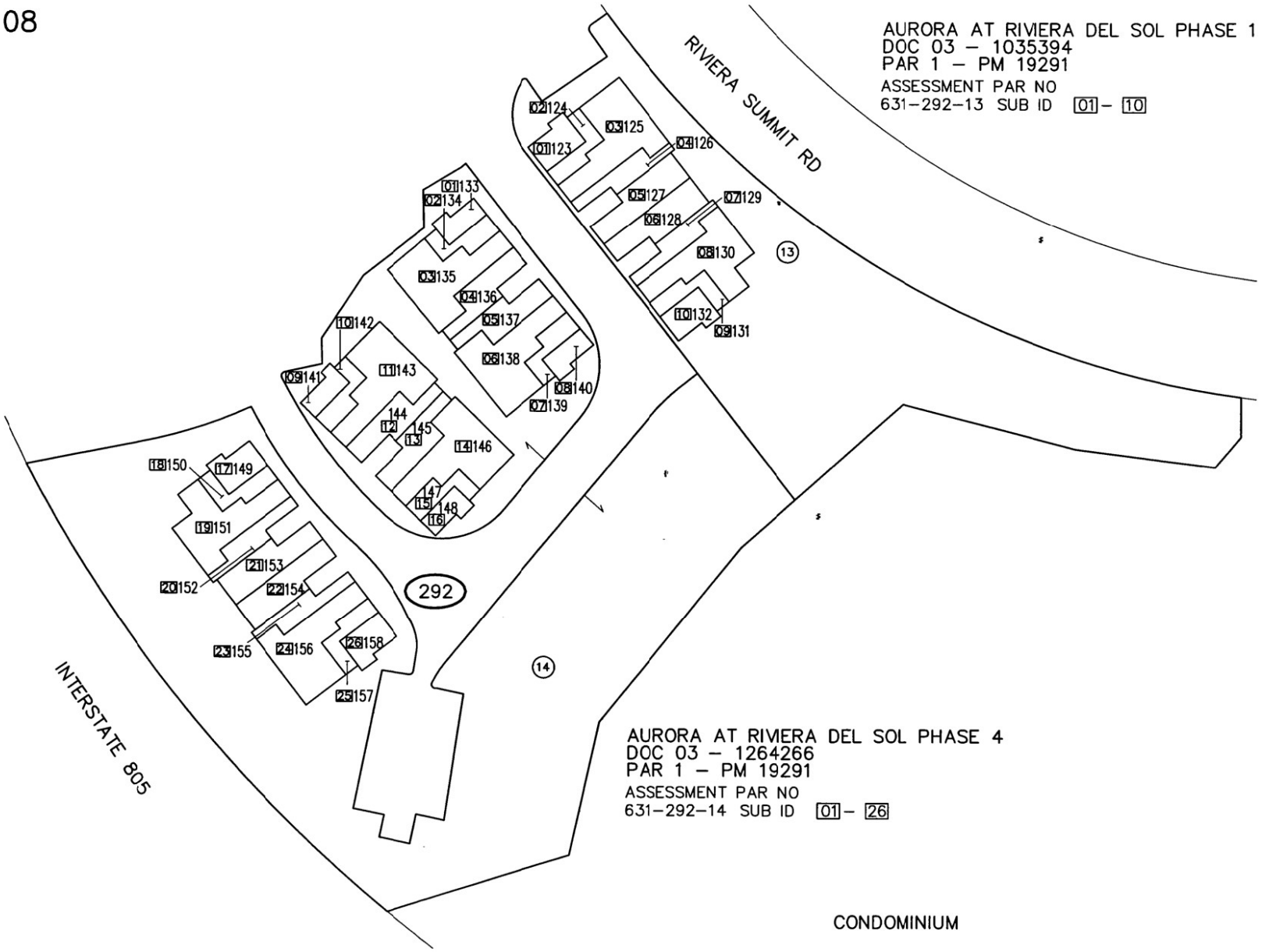
08



AURORA AT RIVIERA DEL SOL PHASE 1
DOC 03 – 1035394
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–13 SUB ID [01] – [10]

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 5
N
1" = 50'
Drawn: 12/24/03 By: EK

AURORA AT RIVIERA DEL SOL PHASE 4
DOC 03 – 1264266
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–14 SUB ID [01] – [26]

CONDOMINIUM

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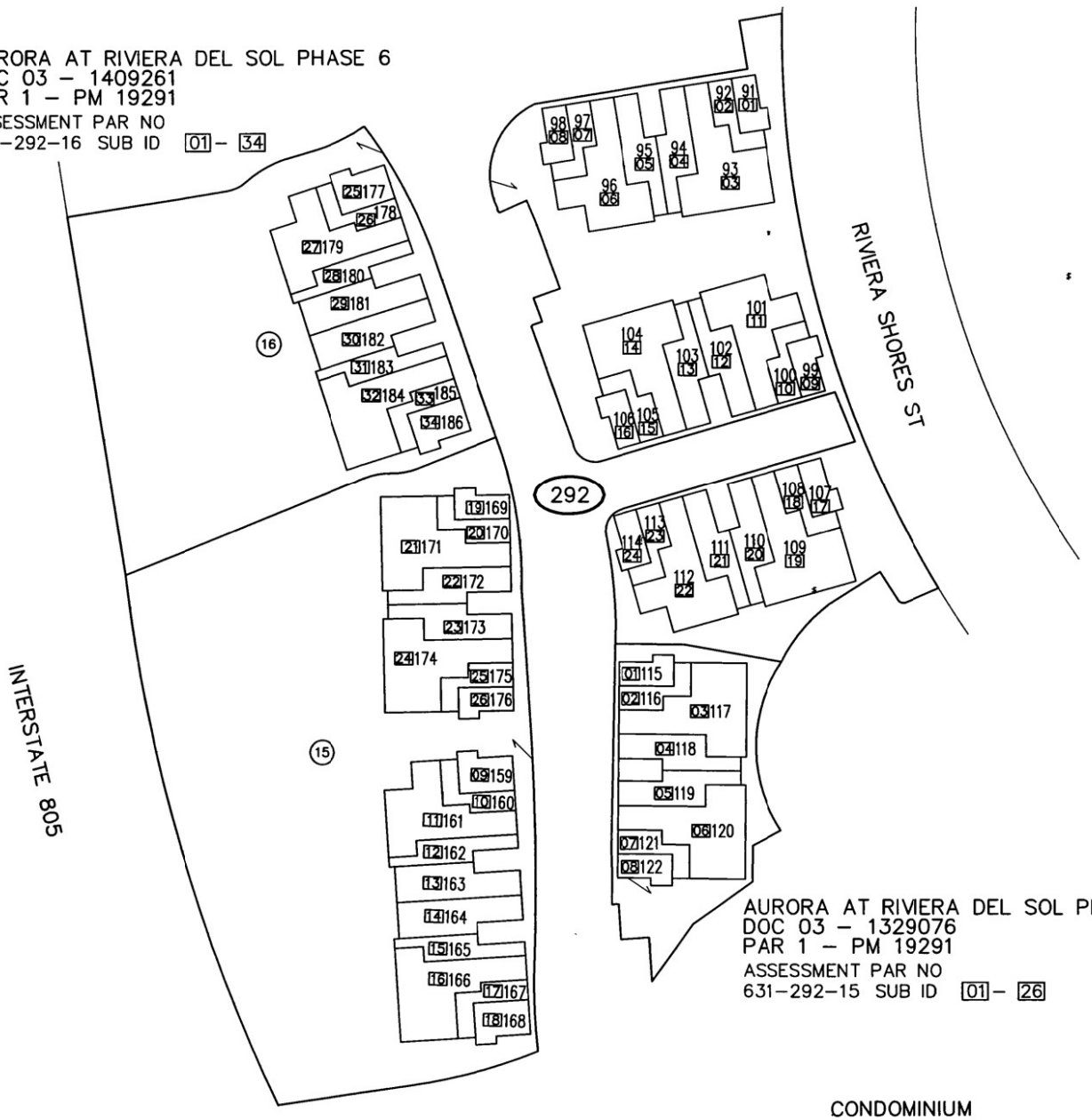
01/08/2004 12:08:08 PM

08

AURORA AT RIVIERA DEL SOL PHASE 6
DOC 03 – 1409261
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–16 SUB ID [01] – [34]



AURORA AT RIVIERA DEL SOL PHASE 5
DOC 03 – 1329076
PAR 1 – PM 19291
ASSESSMENT PAR NO
631–292–15 SUB ID [01] – [26]

CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 6
N
1" = 50'
Drawn: 12/26/03 By: EK

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

01/09/2004 03:05:58 PM

08

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11/05/2004 04:16:09 PM

AURORA AT RIVIERA DEL SOL–PHASE 8
DOC 03 – 1517462
POR PAR 1, PM19291

ASSESSMENT PAR NO
631–292–19 SUB ID 01 – 38

AURORA AT RIVIERA DEL SOL–PHASE 7
DOC 03 – 1517461
POR PAR 1, PM19291

ASSESSMENT PAR NO
631–292–18 SUB ID 01 – 34

INTERSTATE 805

RIVIERA SHORES ST

292

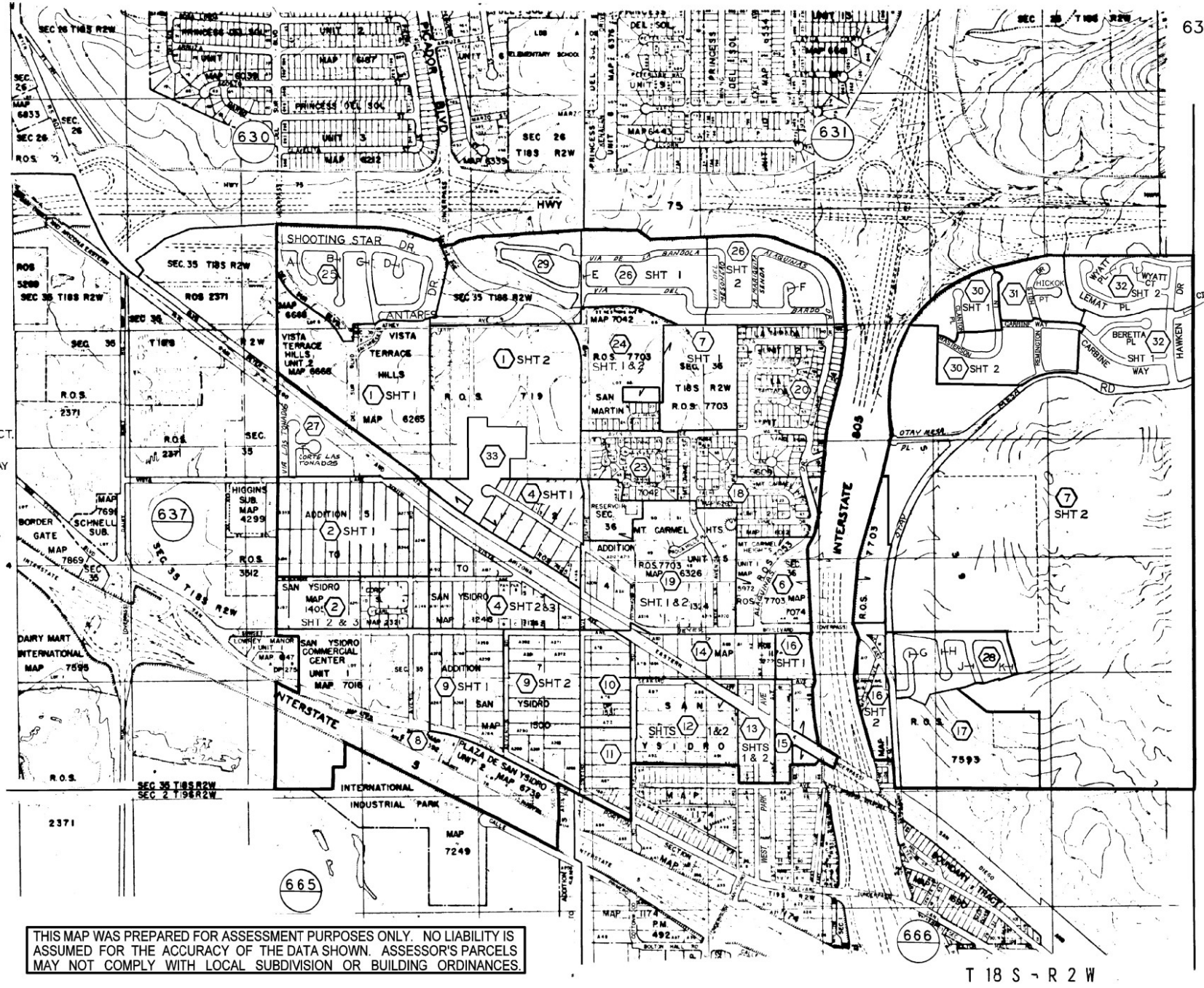
CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
631–29
SHT 7
N
1" = 50'
Drawn: 11/05/2004 By: JGRO

08

638—INDEX

07/26/2019 CS 1"=800'



A-BIG DIPPER WAY
B-SHOOTING STAR CT.
C-CAITHNESS DR.
D-LITTLE DIPPER WAY
E-VIA DE LA MELODIA
F-LAS BUJIAS CORTE
G-ENCHANTED PL.
H-FANTASY LN.
J-DELANY DR.
K-ENRIGHT DR.

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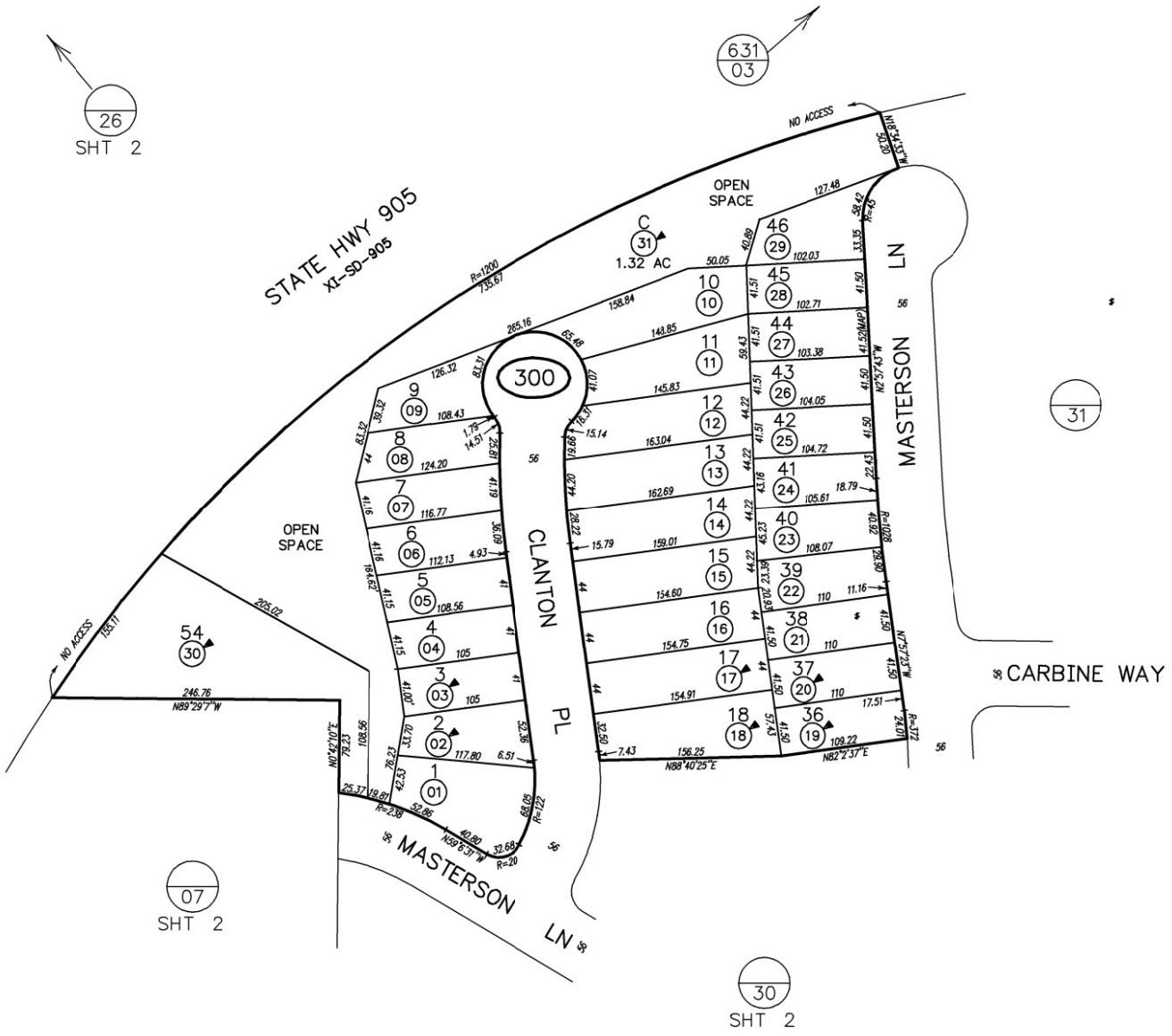
SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 638 INDEX

08



SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 30
SHT 1 OF 2
N
1'' = 100'
11/06/01 JK
Drawn: 03/18/89 By: BEM From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
300		1 THRU 31	00	1

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MAP 13730 — REMINGTON HILLS UNIT NO 1

13.8

08

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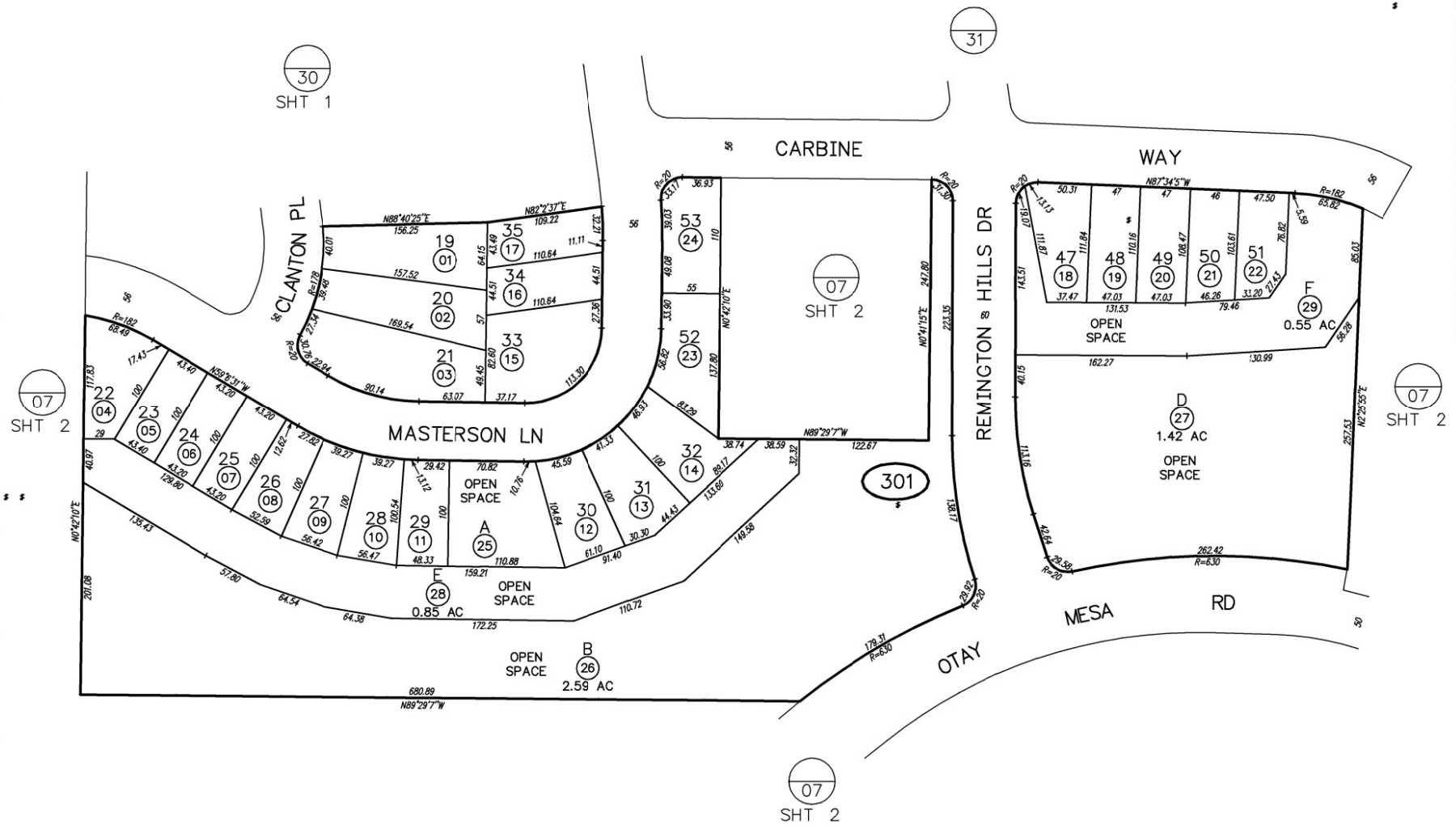
SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 30
SHT 2 OF 2
N
1'' = 100'
11/06/01 JK
Drawn: 3/18/99 By: BEM From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
301		1 THRU 29	00	1



MAP 13730 — REMINGTON HILLS UNIT NO 1

13.8

08

SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 31
N 1'' = 100'

Drawn: 11/06/01 By: JK From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
310		1 THRU 44	02	127

631
03

STATE HWY 905

ACCESS
N89°4'40"W
159.76

N77°8'36"E
394.36(CALC)
OPEN SPACE
A
44

NO
R=1199.95
N18°5'53"W
27.84
59.20

232
148.04
57.14
97.14
27.79
51.92
40.62
74.68
8.38
37.10
39.20
35.25
93
28.14
40.54
28.63
162.61
166.73
161.65
137.21
93.03
40.40
N17°33'57"W
N17°2'6"W
N17°2'7"W
N17°2'7"W
61.45
54.46
12.39
26.76
7.89
38.48
38.50
43.50
44.18
97.28
14.42
14.80
18
76.24
54.99
N21°38'11"W
82.44
82.59
N21°38'11"W
N17°36'16"W
33.32
29.98
N63°16'4"W
32.22
70.02
N20°1'58"E
174.25
115.74
39.32
R=238
82.61
196.21
35.09
19.78
12.49
14.80
96.07
63.69
49.90
42.43
24.91
21.26
19.49
27.54
45.51
44.40
60.52
75.47
10.18
32.17
70.04
95.22
141.85
142.74
138.78
132.85
132.45
132.21
5.10
34.62
38.01
45.50
46.50
45.50
42.43
41.99
N87°34'5"W
32.11
R=20
R=20
R=20
R=20
R=20
R=20
R=45
82.61
37.80
113.83
49.95
55.05
41.37
102.96
105.61
8.30
30.87
130.55
50.01
41.01
97.14
27.79
51.92
40.62
57.14
232
148.04
394.36(CALC)
OPEN SPACE
A
44
10
10
19
19
20
20
21
21
22
22
23
23
24
24
25
25
9
09
18
18
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07
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06
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3
03
12
12
2
02
11
11
1
01
29
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34
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35
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36
37
37
38
38
39
39
40
40
41
41
42
42
43
43
310
HICKOK PT
MASTERSON LN
REMINGTON HILLS
CARBINE
WAY
DR
N25°7'43"W
21.47
2.90
133.71
49.98
100.13
4.62
37.34
122.93
50.01
43.18
50.22
30.26
102.91
9.76
165.72
32.54
54.65
43.52
109.22
158.87
32.77
21.45
22.71
55.80
43.52
118.25
10.23
153.86
34.35
8.86
15.89
126.60
150.06
43.07
45.44
6.58
150.57
11.65
130.45
43.90
12.34
134.41
112.13
N89°29'7"W
56
43
50
42
37.47
43.03
31.47
38.69
91.16
60.56
60.99
34.98
R=20
R=20
R=20
R=20
R=20
R=45
07
SHT 2
30
SHT 1
07
SHT 2
30
SHT 2

MAP 14277 — REMINGTON HILLS UNIT NO 2

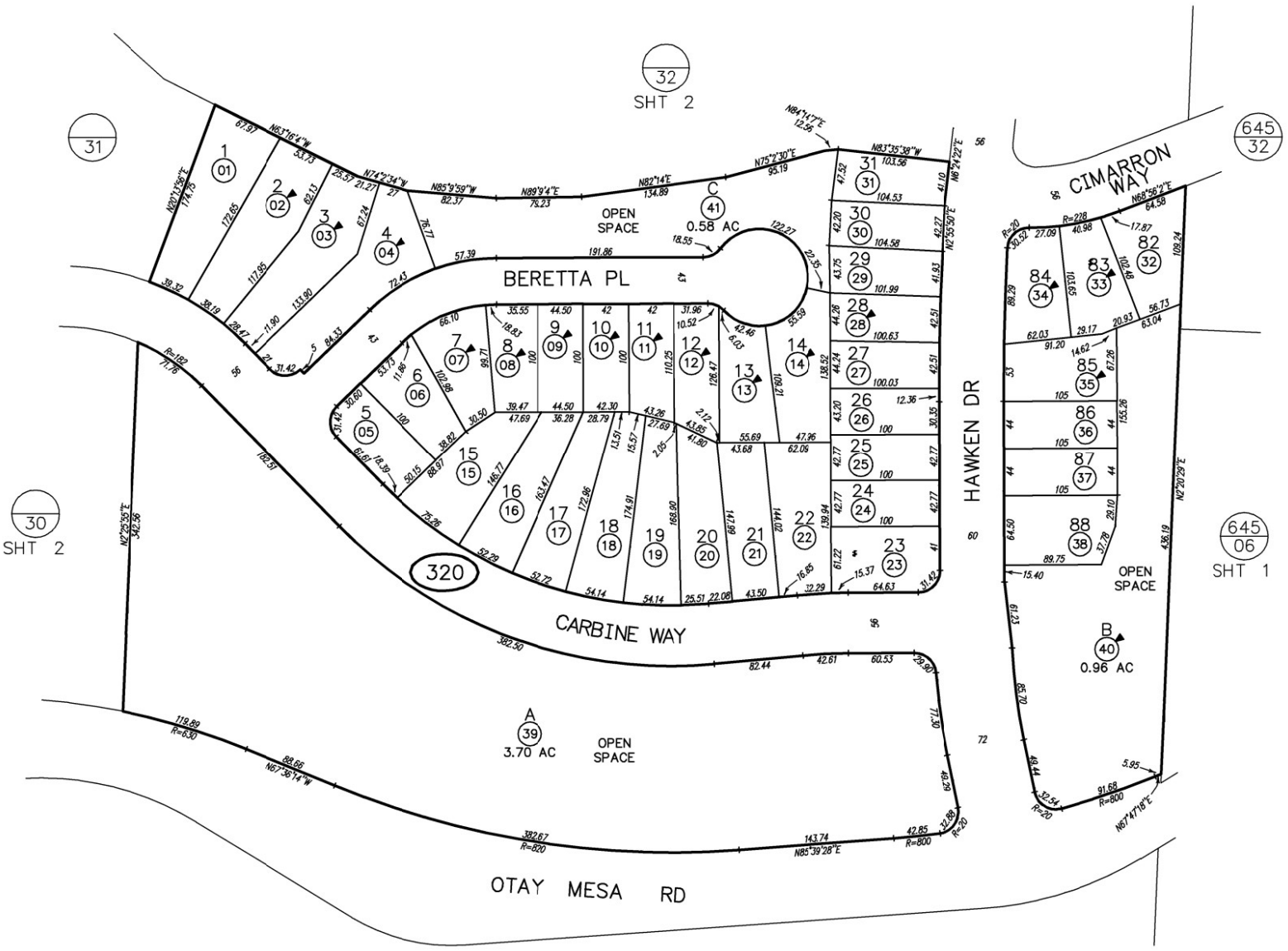
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 32
SHT 1 OF 2
N
1'' = 100'
01/25/03 JK
Drawn: 10/22/02 By: JGRO From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
320		1 THRU 41	03	113



MAP 14460 — REMINGTON HILLS — UNIT NO 3

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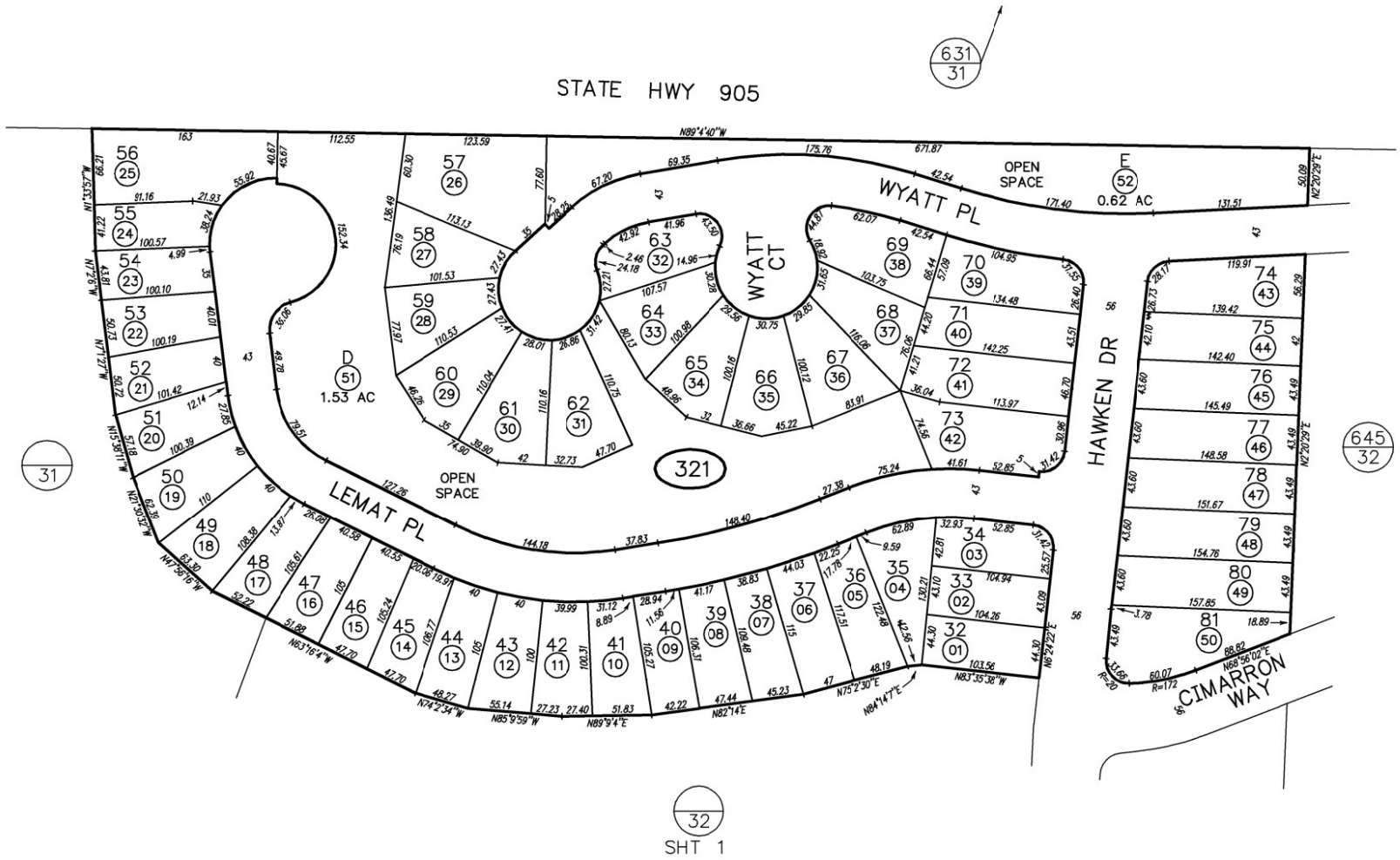
08



SAN DIEGO COUNTY ASSESSOR'S MAP
638 — 32
SHT 2 OF 2
N
1'' = 100'
01/25/03 JK
Drawn: 10/18/02 By: JGRO From: 638-070

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
321		1 THRU 52	03	113

MAP 14460 — REMINGTON HILLS — UNIT NO 3

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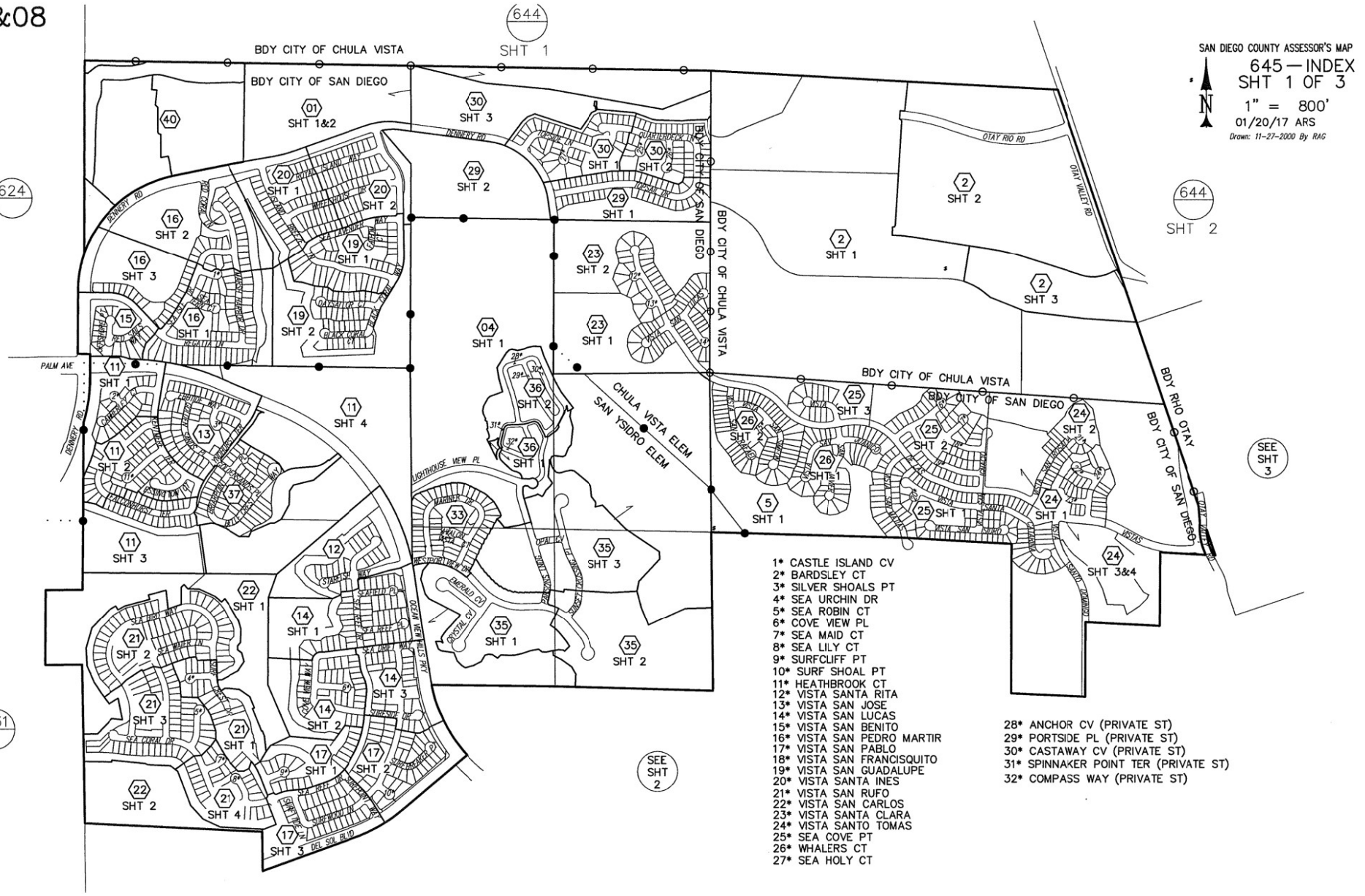
01&08



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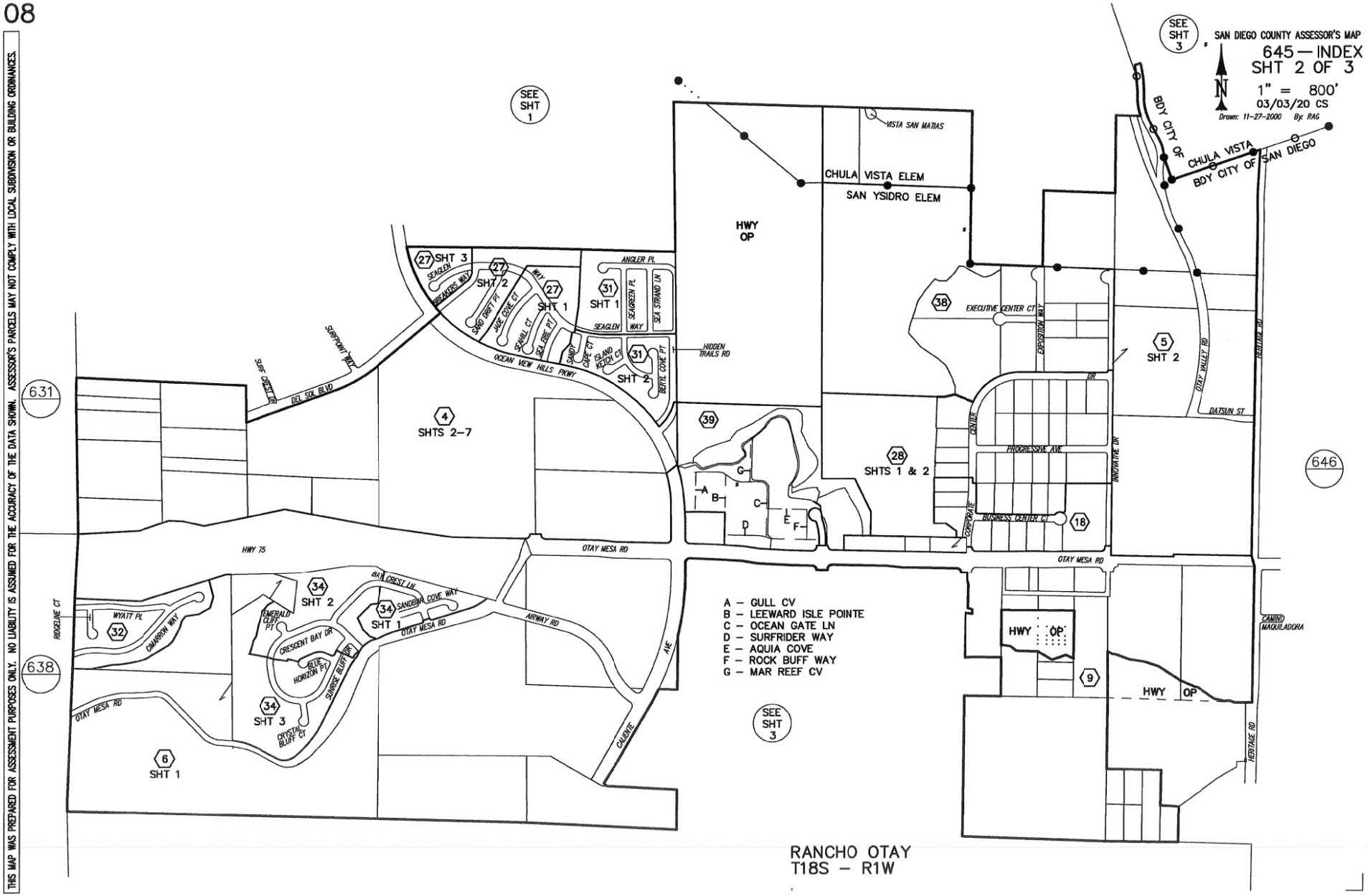

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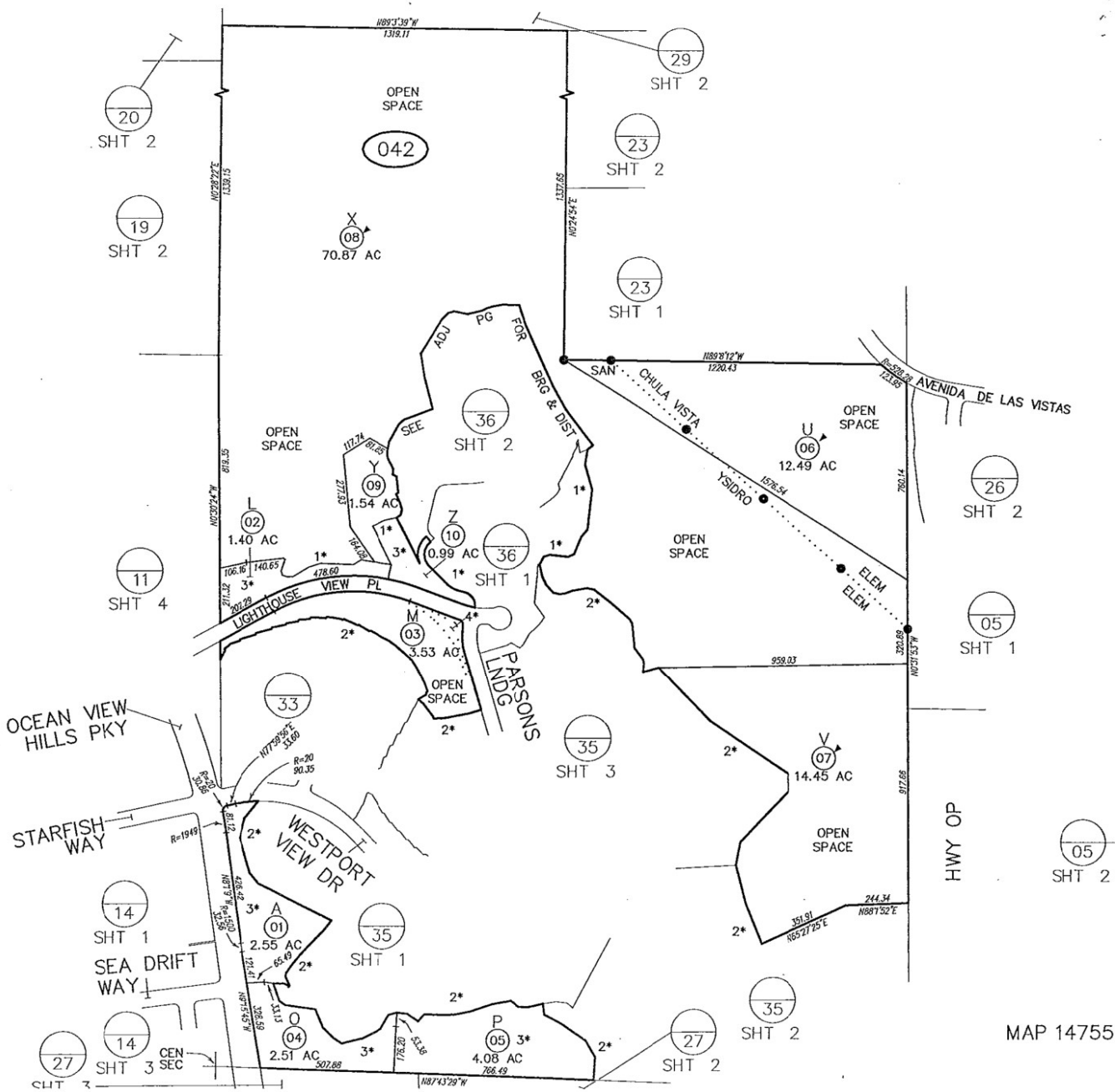


SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 04
SHT 1 OF 4
1" = 400'
10/03/17 ARS
Drawn: 05/07/04 By: ASF From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
041	5	9 & 10	97	1729
041	7	11 & ST OP	98	1953 CANC
041	1, 2, 3 & 6	12–14 & PG 11	98	124 CANC
041	11	15 & 16	98	1988
041	13, 14 & 16	17 & PGS 12 & 14	99	78 CANC
041	12 & 17	POR PG 21 & 22	00	199
041	9	SAVE & ST OP	01	4682
041	4 & 15	18–19 & PG 33	04	133
042	-010-04&05 -041-08,09, 10,18 & 19	1 THRU 11	05	25
042	11	PG 36	05	113
042	04 THRU 08	SAVE & OP SO	13	5516

MAP 14755 – HIDDEN TRAILS UNIT 2

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 32
N
1'' = 100'

04
SHT 2

STATE HWY 905

WYATT PL

RIDGELINE CT

CIMARRON WAY

OPEN SPACE

B
72
1.67 AC

OPEN SPACE

C
73
2.64 AC

320

638
32
SHT 2

638
32
SHT 1

06
SHT 1

Drawn: 01/25/03 By: JK From: 645-060

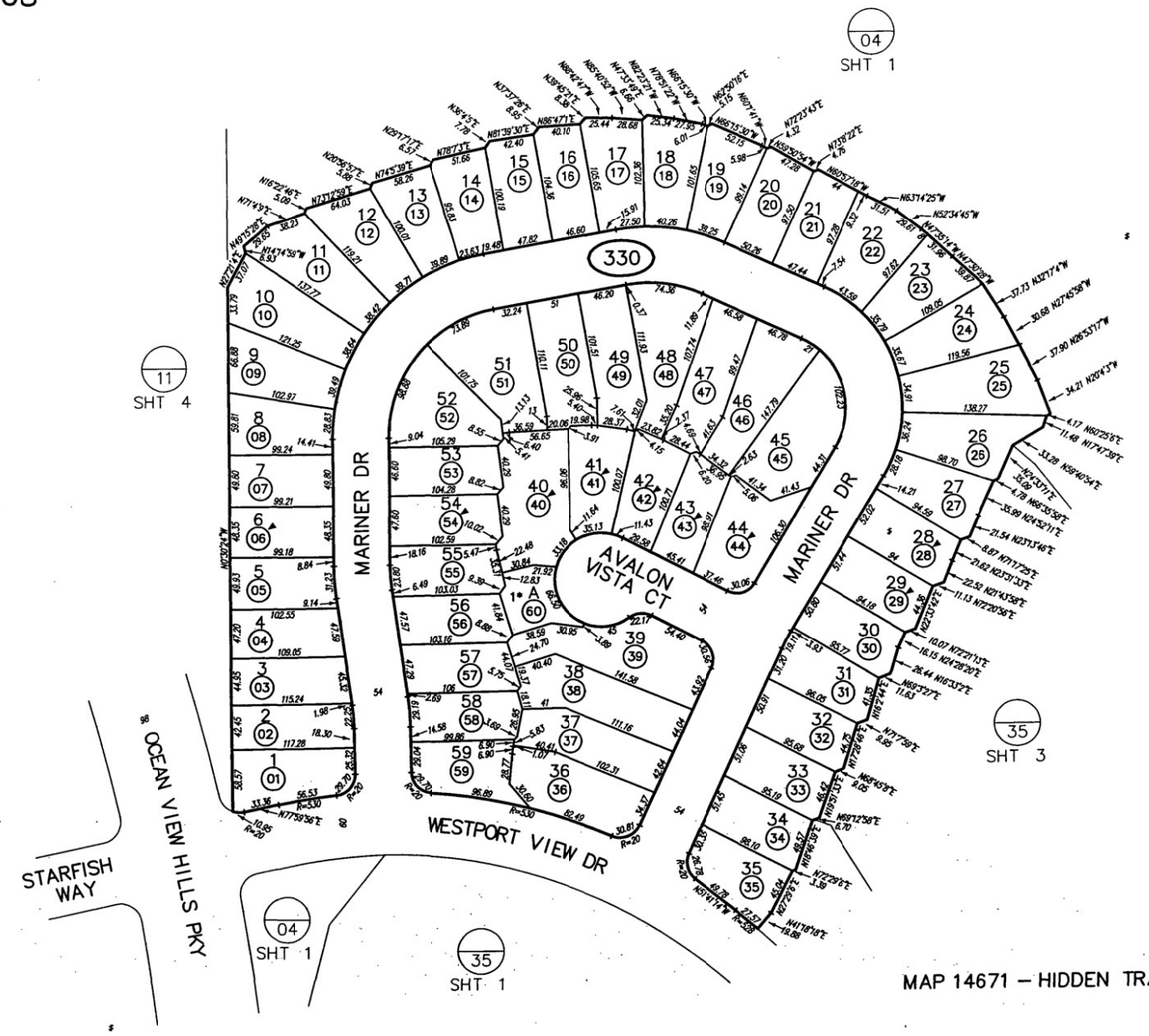
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
320		1 THRU 73	03	172

MAP 14519 — REMINGTON HILLS UNIT NO 4

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 33

N

1" = 100'
05/13/04 ASF ✓
Drawn: 9/30/03 By: JGRO From: 645-041

CHANGES

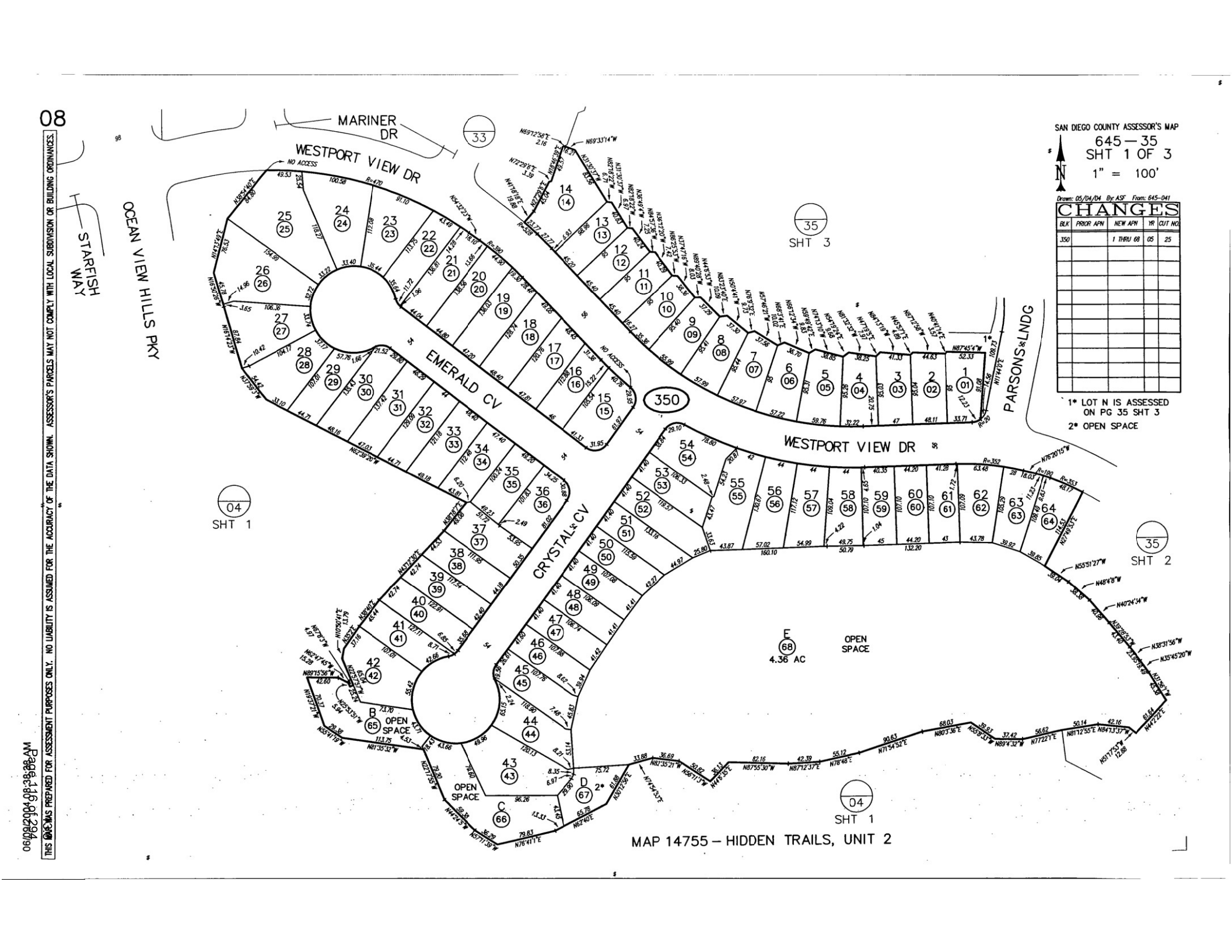
BLK	PRIOR APN	NEW APN	YR	CUT NO.
330		1 THRU 60	04	133

1* OPEN SPACE

MAP 14671 — HIDDEN TRAILS UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Page 115 of 294 02/10/00



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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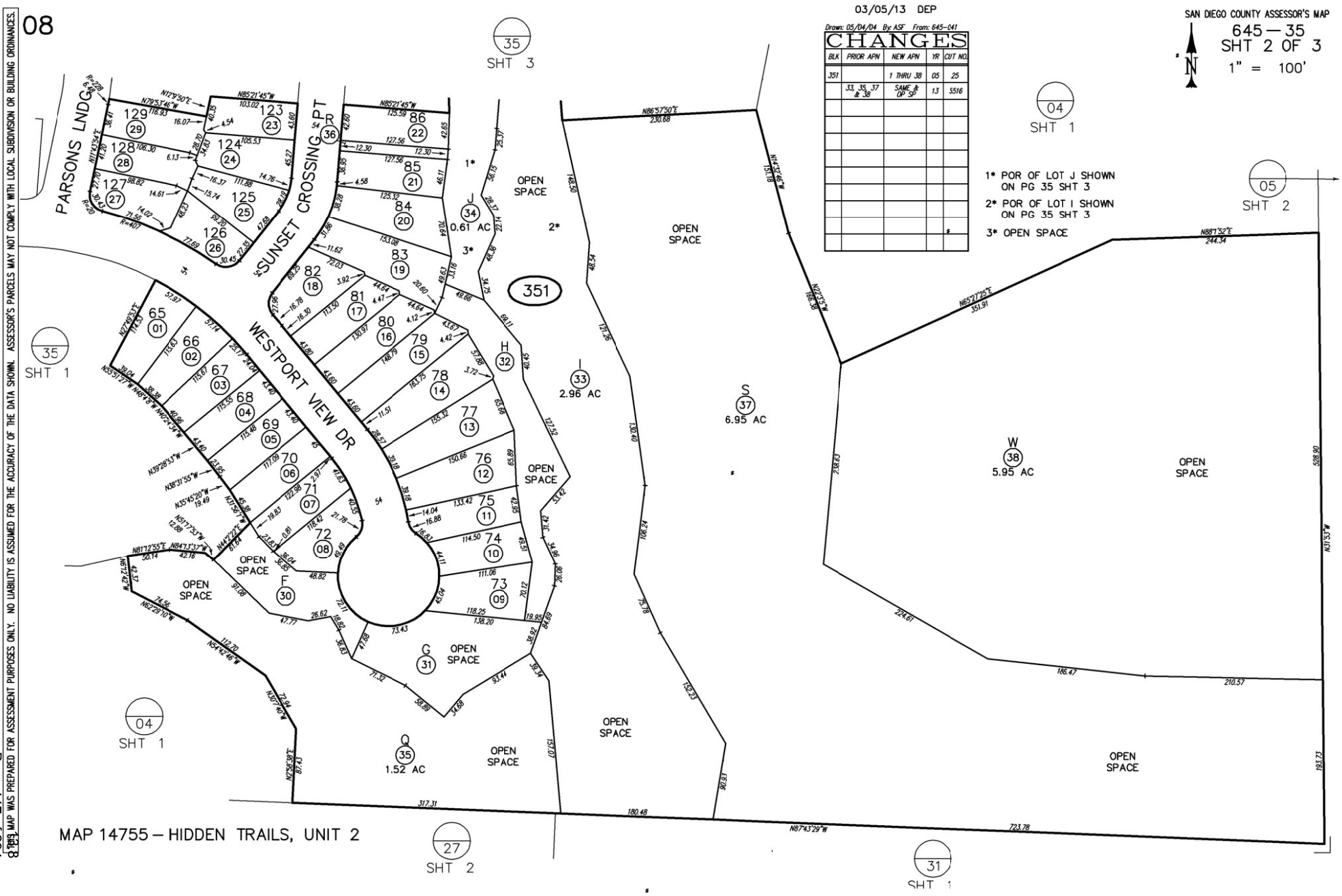
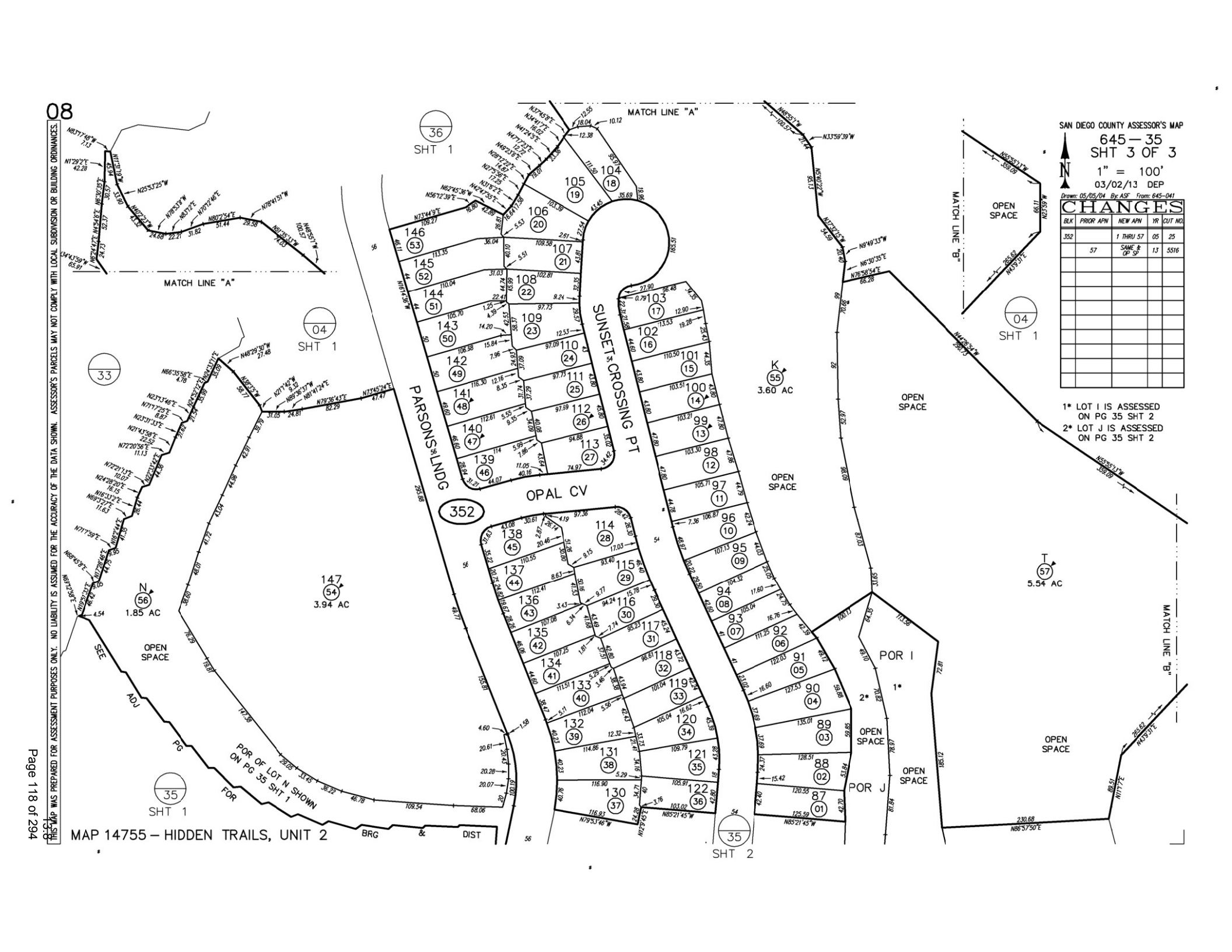
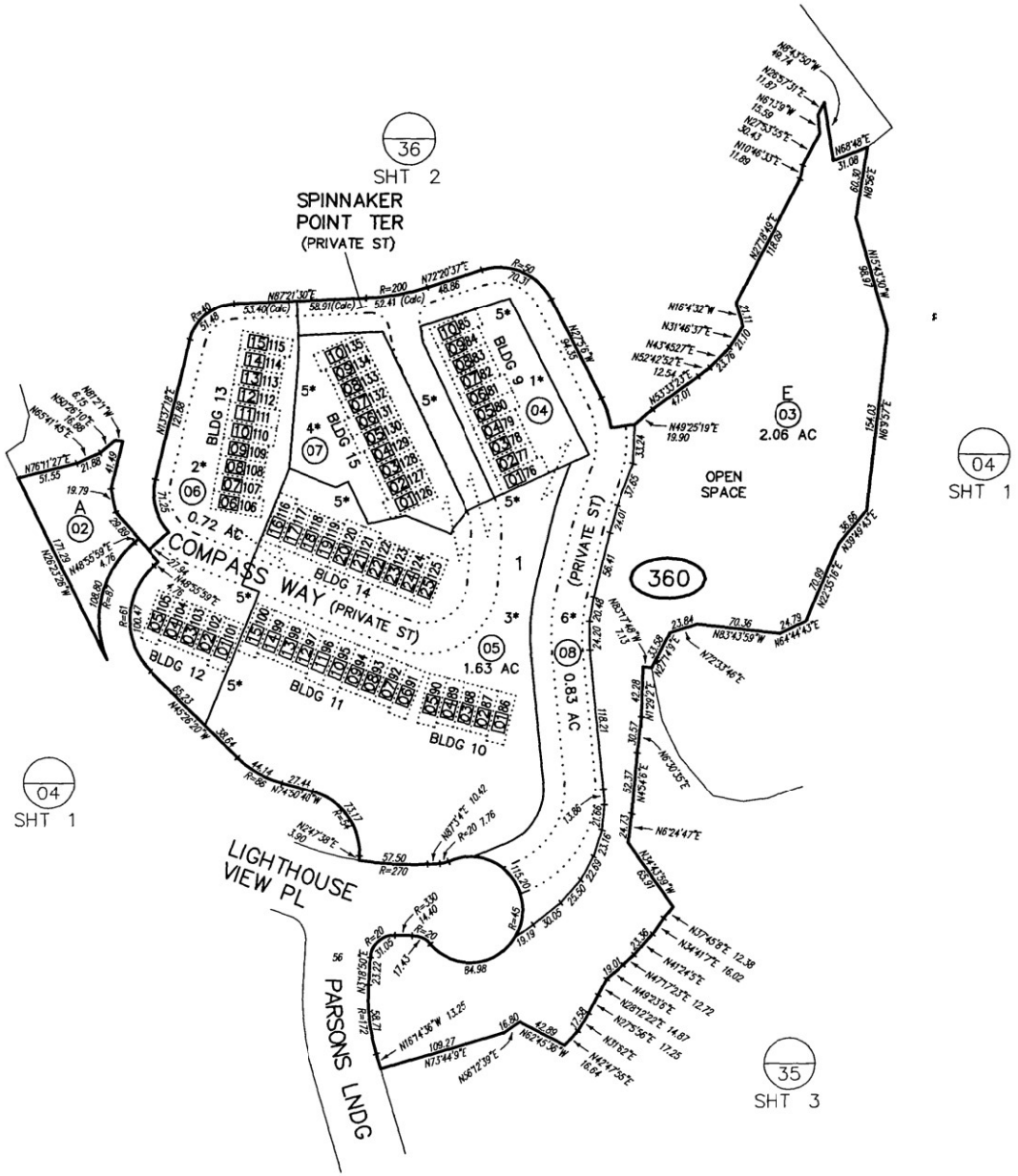


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.


08
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 35
SHT 3 OF 3
1" = 100'
03/02/13 DEP
Drawn: 05/05/04 By: ASF From: 645-041
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
352 | | 1 THRU 57 | 05 | 25
| 57 | SAME & OP. SP | 13 | 5516
1* LOT I IS ASSESSED ON PG 35 SHT 2
2* LOT J IS ASSESSED ON PG 35 SHT 2
MATCH LINE "A"
MATCH LINE "B"
SHT 1
SHT 2
PARSONS LNDG
SUNSET CROSSING PT
OPAL CV
OPEN SPACE
POR I
POR J
3.60 AC
3.94 AC
1.85 AC
5.54 AC
SEE ADJ PG FOR POR OF LOT N SHOWN ON PG 35 SHT 1
MAP 14755 — HIDDEN TRAILS, UNIT 2
BRG & DIST
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 14843 – SPINNAKER POINT

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 36
SHT 1 OF 2
1" = 100'
11/05/04 JAM
Dramn: 08/31/04 By: ASF From: 645-042

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
360		1 THRU 3	05	113
	1	4 THRU 8 & CONDOS	05	632

1* CONDO SPINNAKER POINT AT PACIFIC COVE MODEL PHASE DOC04-739112 & DOC04-884976

2* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 5 DOC04-795900 & DOC04-884973

3* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 6 DOC04-795902 & DOC04-884974

4* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 7 DOC04-795904 & DOC04-884975

5* SEE RECORDED DOCUMENTS FOR BRG & DIST.

6* ROADWAY MODULE

13.8

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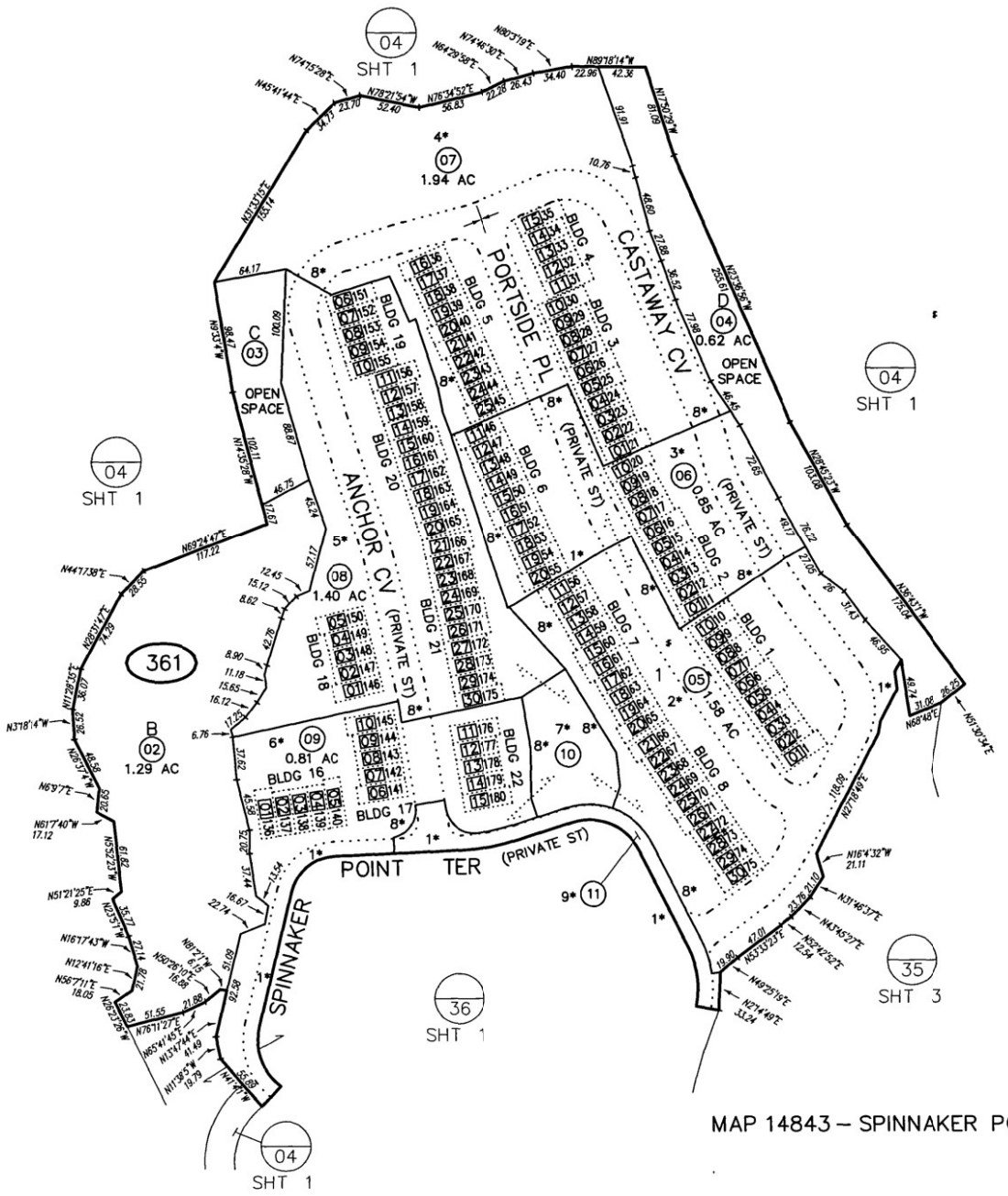
08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 14843 – SPINNAKER POINT

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 36
SHT 2 OF 2
1" = 100'
11/04/04 JAM
Drawn: 08/31/04 By: ASF From: 645-042

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
361		1 THRU 4	05	113
	1	5 THRU 11 & CONDOS	05	632

1* SEE RECORD MAP FOR BRG & DIST

2* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 1 DOCS04–739109, –834925, & –864364

3* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 2 DOC04–795894 & DOC04–884970

4* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 3 DOC04–795896 & DOC04–884971

5* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 4 DOC04–795898 & DOC04–884972

6* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 5 DOC04–795900 & DOC04–884973

7* CONDO SPINNAKER POINT AT PACIFIC COVE PHASE 7 DOC04–795904 & DOC04–884975

8* SEE RECORDED DOCUMENTS FOR BRG & DIST

9* ROADWAY MODULE

11/4/2004 2:39:13 PM Page 1 of 1

Exhibit G

Special Tax Roll for Fiscal Year 2024/2025

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	$1,119.51	$1,119.50
14220	74	631-292-10-02	$1,119.51	$1,119.50
14220	74	631-292-10-03	$1,119.51	$1,119.50
14220	74	631-292-10-04	$1,119.51	$1,119.50
14220	74	631-292-10-05	$1,119.51	$1,119.50
14220	74	631-292-10-06	$1,119.51	$1,119.50
14220	74	631-292-10-07	$1,119.51	$1,119.50
14220	74	631-292-10-08	$1,119.51	$1,119.50
14220	74	631-292-10-09	$1,119.51	$1,119.50
14220	74	631-292-10-10	$1,119.51	$1,119.50
14220	74	631-292-10-11	$1,119.51	$1,119.50
14220	74	631-292-10-12	$1,119.51	$1,119.50
14220	74	631-292-10-13	$1,119.51	$1,119.50
14220	74	631-292-10-14	$1,119.51	$1,119.50
14220	74	631-292-10-15	$1,119.51	$1,119.50
14220	74	631-292-10-16	$1,119.51	$1,119.50
14220	74	631-292-10-17	$1,119.51	$1,119.50
14220	74	631-292-10-18	$1,119.51	$1,119.50
14220	74	631-292-10-19	$1,119.51	$1,119.50
14220	74	631-292-10-20	$1,119.51	$1,119.50
14220	74	631-292-10-21	$1,119.51	$1,119.50
14220	74	631-292-10-22	$1,119.51	$1,119.50
14220	74	631-292-10-23	$1,119.51	$1,119.50
14220	74	631-292-10-24	$1,119.51	$1,119.50
14220	74	631-292-10-25	$1,119.51	$1,119.50
14220	74	631-292-10-26	$1,119.51	$1,119.50
14220	74	631-292-10-27	$1,119.51	$1,119.50
14220	74	631-292-10-28	$1,119.51	$1,119.50
14220	74	631-292-11-01	$1,119.51	$1,119.50
14220	74	631-292-11-02	$1,119.51	$1,119.50
14220	74	631-292-11-03	$1,119.51	$1,119.50
14220	74	631-292-11-04	$1,119.51	$1,119.50
14220	74	631-292-11-05	$1,119.51	$1,119.50
14220	74	631-292-11-06	$1,119.51	$1,119.50
14220	74	631-292-11-07	$1,119.51	$1,119.50
14220	74	631-292-11-08	$1,119.51	$1,119.50
14220	74	631-292-11-09	$1,119.51	$1,119.50
14220	74	631-292-11-10	$1,119.51	$1,119.50
14220	74	631-292-11-11	$1,119.51	$1,119.50
14220	74	631-292-11-12	$1,119.51	$1,119.50
14220	74	631-292-11-13	$1,119.51	$1,119.50
14220	74	631-292-11-14	$1,119.51	$1,119.50
14220	74	631-292-11-15	$1,119.51	$1,119.50

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-16	$1,119.51	$1,119.50
14220	74	631-292-11-17	$1,119.51	$1,119.50
14220	74	631-292-11-18	$1,119.51	$1,119.50
14220	74	631-292-11-19	$1,119.51	$1,119.50
14220	74	631-292-11-20	$1,119.51	$1,119.50
14220	74	631-292-11-21	$1,119.51	$1,119.50
14220	74	631-292-11-22	$1,119.51	$1,119.50
14220	74	631-292-11-23	$1,119.51	$1,119.50
14220	74	631-292-11-24	$1,119.51	$1,119.50
14220	74	631-292-11-25	$1,119.51	$1,119.50
14220	74	631-292-11-26	$1,119.51	$1,119.50
14220	74	631-292-12-01	$1,119.51	$1,119.50
14220	74	631-292-12-02	$1,119.51	$1,119.50
14220	74	631-292-12-03	$1,119.51	$1,119.50
14220	74	631-292-12-04	$1,119.51	$1,119.50
14220	74	631-292-12-05	$1,119.51	$1,119.50
14220	74	631-292-12-06	$1,119.51	$1,119.50
14220	74	631-292-12-07	$1,119.51	$1,119.50
14220	74	631-292-12-08	$1,119.51	$1,119.50
14220	74	631-292-12-09	$1,119.51	$1,119.50
14220	74	631-292-12-10	$1,119.51	$1,119.50
14220	74	631-292-12-11	$1,119.51	$1,119.50
14220	74	631-292-12-12	$1,119.51	$1,119.50
14220	74	631-292-12-13	$1,119.51	$1,119.50
14220	74	631-292-12-14	$1,119.51	$1,119.50
14220	74	631-292-12-15	$1,119.51	$1,119.50
14220	74	631-292-12-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-06	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-13-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-06	$1,119.51	$1,119.50

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-11	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-12	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-13	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-14	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-15	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-17	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-18	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-19	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-20	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-21	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-22	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-23	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-24	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-25	$1,119.51	$1,119.50
19291	PAR 1	631-292-14-26	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-06	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-11	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-12	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-13	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-14	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-15	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-17	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-18	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-19	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-20	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-21	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-22	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-23	$1,119.51	$1,119.50

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-24	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-25	$1,119.51	$1,119.50
19291	PAR 1	631-292-15-26	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-06	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-11	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-12	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-13	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-14	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-15	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-17	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-18	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-19	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-20	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-21	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-22	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-23	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-24	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-25	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-26	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-27	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-28	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-29	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-30	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-31	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-32	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-33	$1,119.51	$1,119.50
19291	PAR 1	631-292-16-34	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-06	$1,119.51	$1,119.50

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-11	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-12	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-13	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-14	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-15	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-17	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-18	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-19	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-20	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-21	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-22	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-23	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-24	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-25	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-26	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-27	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-28	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-29	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-30	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-31	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-32	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-33	$1,119.51	$1,119.50
19291	PAR 1	631-292-18-34	$1,119.51	$1,119.50
19291	PAR 1	631-29-219-01	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-02	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-03	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-04	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-05	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-06	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-07	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-08	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-09	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-10	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-11	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-12	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-13	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-14	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-15	$1,119.51	$1,119.50

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19291	PAR 1	631-292-19-16	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-17	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-18	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-19	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-20	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-21	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-22	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-23	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-24	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-25	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-26	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-27	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-28	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-29	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-30	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-31	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-32	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-33	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-34	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-35	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-36	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-37	$1,119.51	$1,119.50
19291	PAR 1	631-292-19-38	$1,119.51	$1,119.50
13730	1	638-300-01-00	$1,094.23	$1,094.22
13730	2	638-300-02-00	$1,094.23	$1,094.22
13730	3	638-300-03-00	$1,094.23	$1,094.22
13730	4	638-300-04-00	$1,094.23	$1,094.22
13730	5	638-300-05-00	$1,094.23	$1,094.22
13730	6	638-300-06-00	$1,094.23	$1,094.22
13730	7	638-300-07-00	$1,094.23	$1,094.22
13730	8	638-300-08-00	$1,094.23	$1,094.22
13730	9	638-300-09-00	$1,094.23	$1,094.22
13730	10	638-300-10-00	$1,094.23	$1,094.22
13730	11	638-300-11-00	$1,094.23	$1,094.22
13730	12	638-300-12-00	$1,094.23	$1,094.22
13730	13	638-300-13-00	$1,094.23	$1,094.22
13730	14	638-300-14-00	$1,094.23	$1,094.22
13730	15	638-300-15-00	$1,094.23	$1,094.22
13730	16	638-300-16-00	$1,094.23	$1,094.22
13730	17	638-300-17-00	$1,094.23	$1,094.22
13730	18	638-300-18-00	$1,094.23	$1,094.22
13730	36	638-300-19-00	$1,094.23	$1,094.22
13730	37	638-300-20-00	$1,094.23	$1,094.22

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	38	638-300-21-00	$1,094.23	$1,094.22
13730	39	638-300-22-00	$1,094.23	$1,094.22
13730	40	638-300-23-00	$1,094.23	$1,094.22
13730	41	638-300-24-00	$1,094.23	$1,094.22
13730	42	638-300-25-00	$1,094.23	$1,094.22
13730	43	638-300-26-00	$1,094.23	$1,094.22
13730	44	638-300-27-00	$1,094.23	$1,094.22
13730	45	638-300-28-00	$1,094.23	$1,094.22
13730	46	638-300-29-00	$1,094.23	$1,094.22
13730	54	638-300-30-00	$0.00	$0.00
13730	C	638-300-31-00	$0.00	$0.00
13730	19	638-301-01-00	$1,094.23	$1,094.22
13730	20	638-301-02-00	$1,094.23	$1,094.22
13730	21	638-301-03-00	$1,094.23	$1,094.22
13730	22	638-301-04-00	$1,094.23	$1,094.22
13730	23	638-301-05-00	$1,094.23	$1,094.22
13730	24	638-301-06-00	$1,094.23	$1,094.22
13730	25	638-301-07-00	$1,094.23	$1,094.22
13730	26	638-301-08-00	$1,094.23	$1,094.22
13730	27	638-301-09-00	$1,094.23	$1,094.22
13730	28	638-301-10-00	$1,094.23	$1,094.22
13730	29	638-301-11-00	$1,094.23	$1,094.22
13730	30	638-301-12-00	$1,095.71	$1,095.70
13730	31	638-301-13-00	$1,095.71	$1,095.70
13730	32	638-301-14-00	$1,095.71	$1,095.70
13730	33	638-301-15-00	$1,095.71	$1,095.70
13730	34	638-301-16-00	$1,095.71	$1,095.70
13730	35	638-301-17-00	$1,095.71	$1,095.70
13730	47	638-301-18-00	$1,094.23	$1,094.22
13730	48	638-301-19-00	$1,094.23	$1,094.22
13730	49	638-301-20-00	$1,094.23	$1,094.22
13730	50	638-301-21-00	$1,094.23	$1,094.22
13730	51	638-301-22-00	$1,096.81	$1,096.80
13730	52	638-301-23-00	$1,095.71	$1,095.70
13730	53	638-301-24-00	$1,095.71	$1,095.70
13730	A	638-301-25-00	$0.00	$0.00
13730	B	638-301-26-00	$0.00	$0.00
13730	D	638-301-27-00	$0.00	$0.00
13730	E	638-301-28-00	$0.00	$0.00
13730	F	638-301-29-00	$0.00	$0.00
14277	1	638-310-01-00	$1,096.81	$1,096.80
14277	2	638-310-02-00	$1,096.81	$1,096.80
14277	3	638-310-03-00	$1,096.81	$1,096.80

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14277	4	638-310-04-00	$1,096.81	$1,096.80
14277	5	638-310-05-00	$1,096.81	$1,096.80
14277	6	638-310-06-00	$1,096.81	$1,096.80
14277	7	638-310-07-00	$1,096.81	$1,096.80
14277	8	638-310-08-00	$1,096.81	$1,096.80
14277	9	638-310-09-00	$1,096.81	$1,096.80
14277	10	638-310-10-00	$1,096.81	$1,096.80
14277	11	638-310-11-00	$1,096.81	$1,096.80
14277	12	638-310-12-00	$1,096.81	$1,096.80
14277	13	638-310-13-00	$1,096.81	$1,096.80
14277	14	638-310-14-00	$1,096.81	$1,096.80
14277	15	638-310-15-00	$1,096.81	$1,096.80
14277	16	638-310-16-00	$1,096.81	$1,096.80
14277	17	638-310-17-00	$1,096.81	$1,096.80
14277	18	638-310-18-00	$1,096.81	$1,096.80
14277	19	638-310-19-00	$1,096.81	$1,096.80
14277	20	638-310-20-00	$1,096.81	$1,096.80
14277	23	638-310-23-00	$1,096.81	$1,096.80
14277	24	638-310-24-00	$1,096.81	$1,096.80
14277	25	638-310-25-00	$1,096.81	$1,096.80
14277	26	638-310-26-00	$1,096.81	$1,096.80
14277	27	638-310-27-00	$1,096.81	$1,096.80
14277	28	638-310-28-00	$1,096.81	$1,096.80
14277	29	638-310-29-00	$1,096.81	$1,096.80
14277	30	638-310-30-00	$1,096.81	$1,096.80
14277	31	638-310-31-00	$1,096.81	$1,096.80
14277	32	638-310-32-00	$1,096.81	$1,096.80
14277	33	638-310-33-00	$1,096.81	$1,096.80
14277	34	638-310-34-00	$1,096.81	$1,096.80
14277	35	638-310-35-00	$1,096.81	$1,096.80
14277	36	638-310-36-00	$1,096.81	$1,096.80
14277	37	638-310-37-00	$1,096.81	$1,096.80
14277	38	638-310-38-00	$1,096.81	$1,096.80
14277	39	638-310-39-00	$1,191.39	$1,191.38
14277	40	638-310-40-00	$1,096.81	$1,096.80
14277	41	638-310-41-00	$1,096.81	$1,096.80
14277	42	638-310-42-00	$1,096.81	$1,096.80
14277	43	638-310-43-00	$1,096.81	$1,096.80
14277	A	638-310-44-00	$0.00	$0.00
14277	PAR 1	638-310-45-00	$1,096.81	$1,096.80
14277	PAR 2	638-310-46-00	$1,096.81	$1,096.80
14460	1	638-320-01-00	$1,096.81	$1,096.80
14460	2	638-320-02-00	$1,096.81	$1,096.80

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14460	3	638-320-03-00	$1,096.81	$1,096.80
14460	4	638-320-04-00	$1,096.81	$1,096.80
14460	5	638-320-05-00	$1,096.81	$1,096.80
14460	6	638-320-06-00	$1,096.81	$1,096.80
14460	7	638-320-07-00	$1,096.81	$1,096.80
14460	8	638-320-08-00	$1,096.81	$1,096.80
14460	9	638-320-09-00	$1,096.81	$1,096.80
14460	10	638-320-10-00	$1,096.81	$1,096.80
14460	11	638-320-11-00	$1,096.81	$1,096.80
14460	12	638-320-12-00	$1,096.81	$1,096.80
14460	13	638-320-13-00	$1,096.81	$1,096.80
14460	14	638-320-14-00	$1,096.81	$1,096.80
14460	15	638-320-15-00	$1,119.51	$1,119.50
14460	16	638-320-16-00	$1,119.51	$1,119.50
14460	17	638-320-17-00	$1,119.51	$1,119.50
14460	18	638-320-18-00	$1,119.51	$1,119.50
14460	19	638-320-19-00	$1,119.51	$1,119.50
14460	20	638-320-20-00	$1,119.51	$1,119.50
14460	21	638-320-21-00	$1,119.51	$1,119.50
14460	22	638-320-22-00	$1,119.51	$1,119.50
14460	23	638-320-23-00	$1,119.51	$1,119.50
14460	24	638-320-24-00	$1,119.51	$1,119.50
14460	25	638-320-25-00	$1,119.51	$1,119.50
14460	26	638-320-26-00	$1,119.51	$1,119.50
14460	27	638-320-27-00	$1,119.51	$1,119.50
14460	28	638-320-28-00	$1,119.51	$1,119.50
14460	29	638-320-29-00	$1,119.51	$1,119.50
14460	30	638-320-30-00	$1,119.51	$1,119.50
14460	31	638-320-31-00	$1,119.51	$1,119.50
14460	82	638-320-32-00	$1,119.51	$1,119.50
14460	83	638-320-33-00	$1,119.51	$1,119.50
14460	84	638-320-34-00	$1,119.51	$1,119.50
14460	85	638-320-35-00	$1,119.51	$1,119.50
14460	86	638-320-36-00	$1,119.51	$1,119.50
14460	87	638-320-37-00	$1,119.51	$1,119.50
14460	88	638-320-38-00	$1,119.51	$1,119.50
14460	A	638-320-39-00	$0.00	$0.00
14460	B	638-320-40-00	$0.00	$0.00
14460	C	638-320-41-00	$0.00	$0.00
14460	32	638-321-01-00	$1,119.51	$1,119.50
14460	33	638-321-02-00	$1,119.51	$1,119.50
14460	34	638-321-03-00	$1,119.51	$1,119.50
14460	35	638-321-04-00	$1,119.51	$1,119.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	36	638-321-05-00	$1,119.51	$1,119.50
14460	37	638-321-06-00	$1,119.51	$1,119.50
14460	38	638-321-07-00	$1,119.51	$1,119.50
14460	39	638-321-08-00	$1,119.51	$1,119.50
14460	40	638-321-09-00	$1,119.51	$1,119.50
14460	41	638-321-10-00	$1,119.51	$1,119.50
14460	42	638-321-11-00	$1,119.51	$1,119.50
14460	43	638-321-12-00	$1,119.51	$1,119.50
14460	44	638-321-13-00	$1,119.51	$1,119.50
14460	45	638-321-14-00	$1,119.51	$1,119.50
14460	46	638-321-15-00	$1,119.51	$1,119.50
14460	47	638-321-16-00	$1,119.51	$1,119.50
14460	48	638-321-17-00	$1,119.51	$1,119.50
14460	49	638-321-18-00	$1,119.51	$1,119.50
14460	50	638-321-19-00	$1,119.51	$1,119.50
14460	51	638-321-20-00	$1,119.51	$1,119.50
14460	52	638-321-21-00	$1,119.51	$1,119.50
14460	53	638-321-22-00	$1,119.51	$1,119.50
14460	54	638-321-23-00	$1,119.51	$1,119.50
14460	55	638-321-24-00	$1,119.51	$1,119.50
14460	56	638-321-25-00	$1,119.51	$1,119.50
14460	57	638-321-26-00	$1,119.51	$1,119.50
14460	58	638-321-27-00	$1,119.51	$1,119.50
14460	59	638-321-28-00	$1,119.51	$1,119.50
14460	60	638-321-29-00	$1,119.51	$1,119.50
14460	61	638-321-30-00	$1,119.51	$1,119.50
14460	62	638-321-31-00	$1,119.51	$1,119.50
14460	63	638-321-32-00	$1,119.51	$1,119.50
14460	64	638-321-33-00	$1,119.51	$1,119.50
14460	65	638-321-34-00	$1,119.51	$1,119.50
14460	66	638-321-35-00	$1,119.51	$1,119.50
14460	67	638-321-36-00	$1,119.51	$1,119.50
14460	68	638-321-37-00	$1,119.51	$1,119.50
14460	69	638-321-38-00	$1,119.51	$1,119.50
14460	70	638-321-39-00	$1,119.51	$1,119.50
14460	71	638-321-40-00	$1,119.51	$1,119.50
14460	72	638-321-41-00	$1,119.51	$1,119.50
14460	73	638-321-42-00	$1,119.51	$1,119.50
14460	74	638-321-43-00	$1,119.51	$1,119.50
14460	75	638-321-44-00	$1,119.51	$1,119.50
14460	76	638-321-45-00	$1,119.51	$1,119.50
14460	77	638-321-46-00	$1,119.51	$1,119.50
14460	78	638-321-47-00	$1,119.51	$1,119.50

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14460	79	638-321-48-00	$1,119.51	$1,119.50
14460	80	638-321-49-00	$1,119.51	$1,119.50
14460	81	638-321-50-00	$1,119.51	$1,119.50
14460	D	638-321-51-00	$0.00	$0.00
14460	E	638-321-52-00	$0.00	$0.00
14775	A	645-042-01-00	$0.00	$0.00
14775	L	645-042-02-00	$0.00	$0.00
14775	M	645-042-03-00	$0.00	$0.00
14775	O	645-042-04-00	$0.00	$0.00
14775	P	645-042-05-00	$0.00	$0.00
14775	V	645-042-07-00	$0.00	$0.00
14775	X	645-042-08-00	$0.00	$0.00
14775	Y	645-042-09-00	$0.00	$0.00
14775	Z	645-042-10-00	$0.00	$0.00
14519	1	645-320-01-00	$1,191.39	$1,191.38
14519	2	645-320-02-00	$1,191.39	$1,191.38
14519	3	645-320-03-00	$1,191.39	$1,191.38
14519	4	645-320-04-00	$1,191.39	$1,191.38
14519	5	645-320-05-00	$1,191.39	$1,191.38
14519	6	645-320-06-00	$1,191.39	$1,191.38
14519	7	645-320-07-00	$1,191.39	$1,191.38
14519	8	645-320-08-00	$1,191.39	$1,191.38
14519	9	645-320-09-00	$1,191.39	$1,191.38
14519	10	645-320-10-00	$1,191.39	$1,191.38
14519	11	645-320-11-00	$1,191.39	$1,191.38
14519	12	645-320-12-00	$1,191.39	$1,191.38
14519	13	645-320-13-00	$1,191.39	$1,191.38
14519	14	645-320-14-00	$1,191.39	$1,191.38
14519	15	645-320-15-00	$1,191.39	$1,191.38
14519	16	645-320-16-00	$1,191.39	$1,191.38
14519	17	645-320-17-00	$1,191.39	$1,191.38
14519	18	645-320-18-00	$1,191.39	$1,191.38
14519	19	645-320-19-00	$1,191.39	$1,191.38
14519	20	645-320-20-00	$1,191.39	$1,191.38
14519	21	645-320-21-00	$1,191.39	$1,191.38
14519	22	645-320-22-00	$1,191.39	$1,191.38
14519	23	645-320-23-00	$1,191.39	$1,191.38
14519	24	645-320-24-00	$1,191.39	$1,191.38
14519	25	645-320-25-00	$1,191.39	$1,191.38
14519	26	645-320-26-00	$1,191.39	$1,191.38
14519	27	645-320-27-00	$1,119.51	$1,119.50
14519	28	645-320-28-00	$1,119.51	$1,119.50
14519	29	645-320-29-00	$1,119.51	$1,119.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	30	645-320-30-00	$1,119.51	$1,119.50
14519	31	645-320-31-00	$1,119.51	$1,119.50
14519	32	645-320-32-00	$1,119.51	$1,119.50
14519	33	645-320-33-00	$1,119.51	$1,119.50
14519	34	645-320-34-00	$1,119.51	$1,119.50
14519	35	645-320-35-00	$1,119.51	$1,119.50
14519	36	645-320-36-00	$1,119.51	$1,119.50
14519	37	645-320-37-00	$1,119.51	$1,119.50
14519	38	645-320-38-00	$1,119.51	$1,119.50
14519	39	645-320-39-00	$1,119.51	$1,119.50
14519	40	645-320-40-00	$1,119.51	$1,119.50
14519	41	645-320-41-00	$1,119.51	$1,119.50
14519	42	645-320-42-00	$1,119.51	$1,119.50
14519	43	645-320-43-00	$1,119.51	$1,119.50
14519	44	645-320-44-00	$1,119.51	$1,119.50
14519	45	645-320-45-00	$1,119.51	$1,119.50
14519	46	645-320-46-00	$1,119.51	$1,119.50
14519	47	645-320-47-00	$1,119.51	$1,119.50
14519	48	645-320-48-00	$1,119.51	$1,119.50
14519	49	645-320-49-00	$1,119.51	$1,119.50
14519	50	645-320-50-00	$1,119.51	$1,119.50
14519	51	645-320-51-00	$1,119.51	$1,119.50
14519	52	645-320-52-00	$1,119.51	$1,119.50
14519	53	645-320-53-00	$1,119.51	$1,119.50
14519	54	645-320-54-00	$1,119.51	$1,119.50
14519	55	645-320-55-00	$1,119.51	$1,119.50
14519	56	645-320-56-00	$1,119.51	$1,119.50
14519	57	645-320-57-00	$1,119.51	$1,119.50
14519	58	645-320-58-00	$1,119.51	$1,119.50
14519	59	645-320-59-00	$1,119.51	$1,119.50
14519	60	645-320-60-00	$1,119.51	$1,119.50
14519	61	645-320-61-00	$1,119.51	$1,119.50
14519	62	645-320-62-00	$1,191.39	$1,191.38
14519	63	645-320-63-00	$1,191.39	$1,191.38
14519	64	645-320-64-00	$1,191.39	$1,191.38
14519	65	645-320-65-00	$1,191.39	$1,191.38
14519	66	645-320-66-00	$1,191.39	$1,191.38
14519	67	645-320-67-00	$1,191.39	$1,191.38
14519	68	645-320-68-00	$1,191.39	$1,191.38
14519	69	645-320-69-00	$1,191.39	$1,191.38
14519	70	645-320-70-00	$1,191.39	$1,191.38
14519	A	645-320-71-00	$0.00	$0.00
14519	B	645-320-72-00	$0.00	$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	C	645-320-73-00	$0.00	$0.00
14671	1	645-330-01-00	$1,191.39	$1,191.38
14671	2	645-330-02-00	$1,119.51	$1,119.50
14671	3	645-330-03-00	$1,119.51	$1,119.50
14671	4	645-330-04-00	$1,119.51	$1,119.50
14671	5	645-330-05-00	$1,119.51	$1,119.50
14671	6	645-330-06-00	$1,119.51	$1,119.50
14671	7	645-330-07-00	$1,119.51	$1,119.50
14671	8	645-330-08-00	$1,119.51	$1,119.50
14671	9	645-330-09-00	$1,119.51	$1,119.50
14671	10	645-330-10-00	$1,119.51	$1,119.50
14671	11	645-330-11-00	$1,119.51	$1,119.50
14671	12	645-330-12-00	$1,119.51	$1,119.50
14671	13	645-330-13-00	$1,119.51	$1,119.50
14671	14	645-330-14-00	$1,119.51	$1,119.50
14671	15	645-330-15-00	$1,119.51	$1,119.50
14671	16	645-330-16-00	$1,119.51	$1,119.50
14671	17	645-330-17-00	$1,119.51	$1,119.50
14671	18	645-330-18-00	$1,119.51	$1,119.50
14671	19	645-330-19-00	$1,119.51	$1,119.50
14671	20	645-330-20-00	$1,119.51	$1,119.50
14671	21	645-330-21-00	$1,119.51	$1,119.50
14671	22	645-330-22-00	$1,119.51	$1,119.50
14671	23	645-330-23-00	$1,119.51	$1,119.50
14671	24	645-330-24-00	$1,119.51	$1,119.50
14671	25	645-330-25-00	$1,119.51	$1,119.50
14671	26	645-330-26-00	$1,119.51	$1,119.50
14671	27	645-330-27-00	$1,119.51	$1,119.50
14671	28	645-330-28-00	$1,119.51	$1,119.50
14671	29	645-330-29-00	$1,119.51	$1,119.50
14671	30	645-330-30-00	$1,119.51	$1,119.50
14671	31	645-330-31-00	$1,119.51	$1,119.50
14671	32	645-330-32-00	$1,119.51	$1,119.50
14671	33	645-330-33-00	$1,119.51	$1,119.50
14671	34	645-330-34-00	$1,119.51	$1,119.50
14671	35	645-330-35-00	$1,119.51	$1,119.50
14671	36	645-330-36-00	$1,119.51	$1,119.50
14671	37	645-330-37-00	$1,119.51	$1,119.50
14671	38	645-330-38-00	$1,119.51	$1,119.50
14671	39	645-330-39-00	$1,119.51	$1,119.50
14671	40	645-330-40-00	$1,119.51	$1,119.50
14671	41	645-330-41-00	$1,119.51	$1,119.50
14671	42	645-330-42-00	$1,119.51	$1,119.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	43	645-330-43-00	$1,119.51	$1,119.50
14671	44	645-330-44-00	$1,119.51	$1,119.50
14671	45	645-330-45-00	$1,119.51	$1,119.50
14671	46	645-330-46-00	$1,119.51	$1,119.50
14671	47	645-330-47-00	$1,119.51	$1,119.50
14671	48	645-330-48-00	$1,119.51	$1,119.50
14671	49	645-330-49-00	$1,119.51	$1,119.50
14671	50	645-330-50-00	$1,119.51	$1,119.50
14671	51	645-330-51-00	$1,119.51	$1,119.50
14671	52	645-330-52-00	$1,119.51	$1,119.50
14671	53	645-330-53-00	$1,119.51	$1,119.50
14671	54	645-330-54-00	$1,119.51	$1,119.50
14671	55	645-330-55-00	$1,119.51	$1,119.50
14671	56	645-330-56-00	$1,119.51	$1,119.50
14671	57	645-330-57-00	$1,119.51	$1,119.50
14671	58	645-330-58-00	$1,119.51	$1,119.50
14671	59	645-330-59-00	$1,119.51	$1,119.50
14671	A	645-330-60-00	$0.00	$0.00
14755	1	645-350-01-00	$1,191.39	$1,191.38
14755	2	645-350-02-00	$1,191.39	$1,191.38
14755	3	645-350-03-00	$1,191.39	$1,191.38
14755	4	645-350-04-00	$1,191.39	$1,191.38
14755	5	645-350-05-00	$1,191.39	$1,191.38
14755	6	645-350-06-00	$1,191.39	$1,191.38
14755	7	645-350-07-00	$1,191.39	$1,191.38
14755	8	645-350-08-00	$1,191.39	$1,191.38
14755	9	645-350-09-00	$1,191.39	$1,191.38
14755	10	645-350-10-00	$1,191.39	$1,191.38
14755	11	645-350-11-00	$1,191.39	$1,191.38
14755	12	645-350-12-00	$1,191.39	$1,191.38
14755	13	645-350-13-00	$1,191.39	$1,191.38
14755	14	645-350-14-00	$1,191.39	$1,191.38
14755	15	645-350-15-00	$1,191.39	$1,191.38
14755	16	645-350-16-00	$1,191.39	$1,191.38
14755	17	645-350-17-00	$1,191.39	$1,191.38
14755	18	645-350-18-00	$1,191.39	$1,191.38
14755	19	645-350-19-00	$1,191.39	$1,191.38
14755	20	645-350-20-00	$1,191.39	$1,191.38
14755	21	645-350-21-00	$1,191.39	$1,191.38
14755	22	645-350-22-00	$1,191.39	$1,191.38
14755	23	645-350-23-00	$1,191.39	$1,191.38
14755	24	645-350-24-00	$1,191.39	$1,191.38
14755	25	645-350-25-00	$1,191.39	$1,191.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	26	645-350-26-00	$1,191.39	$1,191.38
14755	27	645-350-27-00	$1,191.39	$1,191.38
14755	28	645-350-28-00	$1,191.39	$1,191.38
14755	29	645-350-29-00	$1,191.39	$1,191.38
14755	30	645-350-30-00	$1,191.39	$1,191.38
14755	31	645-350-31-00	$1,191.39	$1,191.38
14755	32	645-350-32-00	$1,191.39	$1,191.38
14755	33	645-350-33-00	$1,191.39	$1,191.38
14755	34	645-350-34-00	$1,191.39	$1,191.38
14755	35	645-350-35-00	$1,191.39	$1,191.38
14755	36	645-350-36-00	$1,191.39	$1,191.38
14755	37	645-350-37-00	$1,191.39	$1,191.38
14755	38	645-350-38-00	$1,191.39	$1,191.38
14755	39	645-350-39-00	$1,191.39	$1,191.38
14755	40	645-350-40-00	$1,191.39	$1,191.38
14755	41	645-350-41-00	$1,191.39	$1,191.38
14755	42	645-350-42-00	$1,191.39	$1,191.38
14755	43	645-350-43-00	$1,191.39	$1,191.38
14755	44	645-350-44-00	$1,191.39	$1,191.38
14755	45	645-350-45-00	$1,191.39	$1,191.38
14755	46	645-350-46-00	$1,191.39	$1,191.38
14755	47	645-350-47-00	$1,191.39	$1,191.38
14755	48	645-350-48-00	$1,191.39	$1,191.38
14755	49	645-350-49-00	$1,191.39	$1,191.38
14755	50	645-350-50-00	$1,191.39	$1,191.38
14755	51	645-350-51-00	$1,191.39	$1,191.38
14755	52	645-350-52-00	$1,191.39	$1,191.38
14755	53	645-350-53-00	$1,191.39	$1,191.38
14755	54	645-350-54-00	$1,191.39	$1,191.38
14755	55	645-350-55-00	$1,191.39	$1,191.38
14755	56	645-350-56-00	$1,191.39	$1,191.38
14755	57	645-350-57-00	$1,191.39	$1,191.38
14755	58	645-350-58-00	$1,191.39	$1,191.38
14755	59	645-350-59-00	$1,191.39	$1,191.38
14755	60	645-350-60-00	$1,191.39	$1,191.38
14755	61	645-350-61-00	$1,191.39	$1,191.38
14755	62	645-350-62-00	$1,191.39	$1,191.38
14755	63	645-350-63-00	$1,191.39	$1,191.38
14755	64	645-350-64-00	$1,191.39	$1,191.38
14755	B	645-350-65-00	$0.00	$0.00
14755	C	645-350-66-00	$0.00	$0.00
14755	D	645-350-67-00	$0.00	$0.00
14755	E	645-350-68-00	$0.00	$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	65	645-351-01-00	$1,191.39	$1,191.38
14755	66	645-351-02-00	$1,191.39	$1,191.38
14755	67	645-351-03-00	$1,191.39	$1,191.38
14755	68	645-351-04-00	$1,191.39	$1,191.38
14755	69	645-351-05-00	$1,191.39	$1,191.38
14755	70	645-351-06-00	$1,191.39	$1,191.38
14755	71	645-351-07-00	$1,191.39	$1,191.38
14755	72	645-351-08-00	$1,191.39	$1,191.38
14755	73	645-351-09-00	$1,191.39	$1,191.38
14755	74	645-351-10-00	$1,191.39	$1,191.38
14755	75	645-351-11-00	$1,191.39	$1,191.38
14755	76	645-351-12-00	$1,191.39	$1,191.38
14755	77	645-351-13-00	$1,191.39	$1,191.38
14755	78	645-351-14-00	$1,191.39	$1,191.38
14755	79	645-351-15-00	$1,191.39	$1,191.38
14755	80	645-351-16-00	$1,191.39	$1,191.38
14755	81	645-351-17-00	$1,191.39	$1,191.38
14755	82	645-351-18-00	$1,191.39	$1,191.38
14755	83	645-351-19-00	$1,191.39	$1,191.38
14755	84	645-351-20-00	$1,191.39	$1,191.38
14755	85	645-351-21-00	$1,191.39	$1,191.38
14755	86	645-351-22-00	$1,191.39	$1,191.38
14755	123	645-351-23-00	$1,191.39	$1,191.38
14755	124	645-351-24-00	$1,191.39	$1,191.38
14755	125	645-351-25-00	$1,191.39	$1,191.38
14755	126	645-351-26-00	$1,191.39	$1,191.38
14755	127	645-351-27-00	$1,191.39	$1,191.38
14755	128	645-351-28-00	$1,191.39	$1,191.38
14755	129	645-351-29-00	$1,191.39	$1,191.38
14755	F	645-351-30-00	$0.00	$0.00
14755	G	645-351-31-00	$0.00	$0.00
14755	H	645-351-32-00	$0.00	$0.00
14755	I	645-351-33-00	$0.00	$0.00
14755	J	645-351-34-00	$0.00	$0.00
14755	Q	645-351-35-00	$0.00	$0.00
14755	R	645-351-36-00	$0.00	$0.00
14755	S	645-351-37-00	$0.00	$0.00
14755	W	645-351-38-00	$0.00	$0.00
14755	87	645-352-01-00	$1,191.39	$1,191.38
14755	88	645-352-02-00	$1,191.39	$1,191.38
14755	89	645-352-03-00	$1,191.39	$1,191.38
14755	90	645-352-04-00	$1,191.39	$1,191.38
14755	91	645-352-05-00	$1,191.39	$1,191.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	92	645-352-06-00	$1,191.39	$1,191.38
14755	93	645-352-07-00	$1,191.39	$1,191.38
14755	94	645-352-08-00	$1,191.39	$1,191.38
14755	95	645-352-09-00	$1,191.39	$1,191.38
14755	96	645-352-10-00	$1,191.39	$1,191.38
14755	97	645-352-11-00	$1,191.39	$1,191.38
14755	98	645-352-12-00	$1,191.39	$1,191.38
14755	99	645-352-13-00	$1,191.39	$1,191.38
14755	100	645-352-14-00	$1,191.39	$1,191.38
14755	101	645-352-15-00	$1,191.39	$1,191.38
14755	102	645-352-16-00	$1,191.39	$1,191.38
14755	103	645-352-17-00	$1,191.39	$1,191.38
14755	104	645-352-18-00	$1,191.39	$1,191.38
14755	105	645-352-19-00	$1,191.39	$1,191.38
14755	106	645-352-20-00	$1,191.39	$1,191.38
14755	107	645-352-21-00	$1,191.39	$1,191.38
14755	108	645-352-22-00	$1,191.39	$1,191.38
14755	109	645-352-23-00	$1,191.39	$1,191.38
14755	110	645-352-24-00	$1,191.39	$1,191.38
14755	111	645-352-25-00	$1,191.39	$1,191.38
14755	112	645-352-26-00	$1,191.39	$1,191.38
14755	113	645-352-27-00	$1,191.39	$1,191.38
14755	114	645-352-28-00	$1,191.39	$1,191.38
14755	115	645-352-29-00	$1,191.39	$1,191.38
14755	116	645-352-30-00	$1,191.39	$1,191.38
14755	117	645-352-31-00	$1,191.39	$1,191.38
14755	118	645-352-32-00	$1,191.39	$1,191.38
14755	119	645-352-33-00	$1,191.39	$1,191.38
14755	120	645-352-34-00	$1,191.39	$1,191.38
14755	121	645-352-35-00	$1,191.39	$1,191.38
14755	122	645-352-36-00	$1,191.39	$1,191.38
14755	130	645-352-37-00	$1,191.39	$1,191.38
14755	131	645-352-38-00	$1,191.39	$1,191.38
14755	132	645-352-39-00	$1,191.39	$1,191.38
14755	133	645-352-40-00	$1,191.39	$1,191.38
14755	134	645-352-41-00	$1,191.39	$1,191.38
14755	135	645-352-42-00	$1,191.39	$1,191.38
14755	136	645-352-43-00	$1,191.39	$1,191.38
14755	137	645-352-44-00	$1,191.39	$1,191.38
14755	138	645-352-45-00	$1,191.39	$1,191.38
14755	139	645-352-46-00	$1,191.39	$1,191.38
14755	140	645-352-47-00	$1,191.39	$1,191.38
14755	141	645-352-48-00	$1,191.39	$1,191.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	142	645-352-49-00	$1,191.39	$1,191.38
14755	143	645-352-50-00	$1,191.39	$1,191.38
14755	144	645-352-51-00	$1,191.39	$1,191.38
14755	145	645-352-52-00	$1,191.39	$1,191.38
14755	146	645-352-53-00	$1,191.39	$1,191.38
14755	147	645-352-54-00	$0.00	$0.00
14755	K	645-352-55-00	$0.00	$0.00
14755	N	645-352-56-00	$0.00	$0.00
14755	T	645-352-57-00	$0.00	$0.00
14843	A	645-360-02-00	$0.00	$0.00
18483	E	645-360-03-00	$0.00	$0.00
14843	1	645-360-04-01	$1,191.39	$1,191.38
14843	1	645-360-04-02	$1,191.39	$1,191.38
14843	1	645-360-04-03	$1,191.39	$1,191.38
14843	1	645-360-04-04	$1,191.39	$1,191.38
14843	1	645-360-04-05	$1,191.39	$1,191.38
14843	1	645-360-04-06	$1,191.39	$1,191.38
14843	1	645-360-04-07	$1,191.39	$1,191.38
14843	1	645-360-04-08	$1,191.39	$1,191.38
14843	1	645-360-04-09	$1,191.39	$1,191.38
14843	1	645-360-04-10	$1,191.39	$1,191.38
14843	1	645-360-05-01	$1,191.39	$1,191.38
14843	1	645-360-05-02	$1,191.39	$1,191.38
14843	1	645-360-05-03	$1,191.39	$1,191.38
14843	1	645-360-05-04	$1,191.39	$1,191.38
14843	1	645-360-05-05	$1,191.39	$1,191.38
14843	1	645-360-05-06	$1,191.39	$1,191.38
14843	1	645-360-05-07	$1,191.39	$1,191.38
14843	1	645-360-05-08	$1,191.39	$1,191.38
14843	1	645-360-05-09	$1,191.39	$1,191.38
14843	1	645-360-05-10	$1,191.39	$1,191.38
14843	1	645-360-05-11	$1,191.39	$1,191.38
14843	1	645-360-05-12	$1,191.39	$1,191.38
14843	1	645-360-05-13	$1,191.39	$1,191.38
14843	1	645-360-05-14	$1,191.39	$1,191.38
14843	1	645-360-05-15	$1,191.39	$1,191.38
14843	1	645-360-05-16	$1,191.39	$1,191.38
14843	1	645-360-05-17	$1,191.39	$1,191.38
14843	1	645-360-05-18	$1,191.39	$1,191.38
14843	1	645-360-05-19	$1,191.39	$1,191.38
14843	1	645-360-05-20	$1,191.39	$1,191.38
14843	1	645-360-05-21	$1,191.39	$1,191.38
14843	1	645-360-05-22	$1,191.39	$1,191.38

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-23	$1,191.39	$1,191.38
14843	1	645-360-05-24	$1,191.39	$1,191.38
14843	1	645-360-05-25	$1,191.39	$1,191.38
14843	1	645-360-06-01	$1,191.39	$1,191.38
14843	1	645-360-06-02	$1,191.39	$1,191.38
14843	1	645-360-06-03	$1,191.39	$1,191.38
14843	1	645-360-06-04	$1,191.39	$1,191.38
14843	1	645-360-06-05	$1,191.39	$1,191.38
14843	1	645-360-06-06	$1,191.39	$1,191.38
14843	1	645-360-06-07	$1,191.39	$1,191.38
14843	1	645-360-06-08	$1,191.39	$1,191.38
14843	1	645-360-06-09	$1,191.39	$1,191.38
14843	1	645-360-06-10	$1,191.39	$1,191.38
14843	1	645-360-06-11	$1,191.39	$1,191.38
14843	1	645-360-06-12	$1,191.39	$1,191.38
14843	1	645-360-06-13	$1,191.39	$1,191.38
14843	1	645-360-06-14	$1,191.39	$1,191.38
14843	1	645-360-06-15	$1,191.39	$1,191.38
14843	1	645-360-07-01	$1,191.39	$1,191.38
14843	1	645-360-07-02	$1,191.39	$1,191.38
14843	1	645-360-07-03	$1,191.39	$1,191.38
14843	1	645-360-07-04	$1,191.39	$1,191.38
14843	1	645-360-07-05	$1,191.39	$1,191.38
14843	1	645-360-07-06	$1,191.39	$1,191.38
14843	1	645-360-07-07	$1,191.39	$1,191.38
14843	1	645-360-07-08	$1,191.39	$1,191.38
14843	1	645-360-07-09	$1,191.39	$1,191.38
14843	1	645-360-07-10	$1,191.39	$1,191.38
14843	NA	645-360-08-00	$0.00	$0.00
14843	B	645-361-02-00	$0.00	$0.00
14843	C	645-361-03-00	$0.00	$0.00
14843	D	645-361-04-00	$0.00	$0.00
14843	1	645-361-05-01	$1,191.39	$1,191.38
14843	1	645-361-05-02	$1,191.39	$1,191.38
14843	1	645-361-05-03	$1,191.39	$1,191.38
14843	1	645-361-05-04	$1,191.39	$1,191.38
14843	1	645-361-05-05	$1,191.39	$1,191.38
14843	1	645-361-05-06	$1,191.39	$1,191.38
14843	1	645-361-05-07	$1,191.39	$1,191.38
14843	1	645-361-05-08	$1,191.39	$1,191.38
14843	1	645-361-05-09	$1,191.39	$1,191.38
14843	1	645-361-05-10	$1,191.39	$1,191.38
14843	1	645-361-05-11	$1,191.39	$1,191.38

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-05-12	$1,191.39	$1,191.38
14843	1	645-361-05-13	$1,191.39	$1,191.38
14843	1	645-361-05-14	$1,191.39	$1,191.38
14843	1	645-361-05-15	$1,191.39	$1,191.38
14843	1	645-361-05-16	$1,191.39	$1,191.38
14843	1	645-361-05-17	$1,191.39	$1,191.38
14843	1	645-361-05-18	$1,191.39	$1,191.38
14843	1	645-361-05-19	$1,191.39	$1,191.38
14843	1	645-361-05-20	$1,191.39	$1,191.38
14843	1	645-361-05-21	$1,191.39	$1,191.38
14843	1	645-361-05-22	$1,191.39	$1,191.38
14843	1	645-361-05-23	$1,191.39	$1,191.38
14843	1	645-361-05-24	$1,191.39	$1,191.38
14843	1	645-361-05-25	$1,191.39	$1,191.38
14843	1	645-361-05-26	$1,191.39	$1,191.38
14843	1	645-361-05-27	$1,191.39	$1,191.38
14843	1	645-361-05-28	$1,191.39	$1,191.38
14843	1	645-361-05-29	$1,191.39	$1,191.38
14843	1	645-361-05-30	$1,191.39	$1,191.38
14843	1	645-361-06-01	$1,191.39	$1,191.38
14843	1	645-361-06-02	$1,191.39	$1,191.38
14843	1	645-361-06-03	$1,191.39	$1,191.38
14843	1	645-361-06-04	$1,191.39	$1,191.38
14843	1	645-361-06-05	$1,191.39	$1,191.38
14843	1	645-361-06-06	$1,191.39	$1,191.38
14843	1	645-361-06-07	$1,191.39	$1,191.38
14843	1	645-361-06-08	$1,191.39	$1,191.38
14843	1	645-361-06-09	$1,191.39	$1,191.38
14843	1	645-361-06-10	$1,191.39	$1,191.38
14843	1	645-361-06-11	$1,191.39	$1,191.38
14843	1	645-361-06-12	$1,191.39	$1,191.38
14843	1	645-361-06-13	$1,191.39	$1,191.38
14843	1	645-361-06-14	$1,191.39	$1,191.38
14843	1	645-361-06-15	$1,191.39	$1,191.38
14843	1	645-361-06-16	$1,191.39	$1,191.38
14843	1	645-361-06-17	$1,191.39	$1,191.38
14843	1	645-361-06-18	$1,191.39	$1,191.38
14843	1	645-361-06-19	$1,191.39	$1,191.38
14843	1	645-361-06-20	$1,191.39	$1,191.38
14843	1	645-361-07-01	$1,191.39	$1,191.38
14843	1	645-361-07-02	$1,191.39	$1,191.38
14843	1	645-361-07-03	$1,191.39	$1,191.38
14843	1	645-361-07-04	$1,191.39	$1,191.38

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-07-05	$1,191.39	$1,191.38
14843	1	645-361-07-06	$1,191.39	$1,191.38
14843	1	645-361-07-07	$1,191.39	$1,191.38
14843	1	645-361-07-08	$1,191.39	$1,191.38
14843	1	645-361-07-09	$1,191.39	$1,191.38
14843	1	645-361-07-10	$1,191.39	$1,191.38
14843	1	645-361-07-11	$1,191.39	$1,191.38
14843	1	645-361-07-12	$1,191.39	$1,191.38
14843	1	645-361-07-13	$1,191.39	$1,191.38
14843	1	645-361-07-14	$1,191.39	$1,191.38
14843	1	645-361-07-15	$1,191.39	$1,191.38
14843	1	645-361-07-16	$1,191.39	$1,191.38
14843	1	645-361-07-17	$1,191.39	$1,191.38
14843	1	645-361-07-18	$1,191.39	$1,191.38
14843	1	645-361-07-19	$1,191.39	$1,191.38
14843	1	645-361-07-20	$1,191.39	$1,191.38
14843	1	645-361-07-21	$1,191.39	$1,191.38
14843	1	645-361-07-22	$1,191.39	$1,191.38
14843	1	645-361-07-23	$1,191.39	$1,191.38
14843	1	645-361-07-24	$1,191.39	$1,191.38
14843	1	645-361-07-25	$1,191.39	$1,191.38
14843	1	645-361-08-01	$1,191.39	$1,191.38
14843	1	645-361-08-02	$1,191.39	$1,191.38
14843	1	645-361-08-03	$1,191.39	$1,191.38
14843	1	645-361-08-04	$1,191.39	$1,191.38
14843	1	645-361-08-05	$1,191.39	$1,191.38
14843	1	645-361-08-06	$1,191.39	$1,191.38
14843	1	645-361-08-07	$1,191.39	$1,191.38
14843	1	645-361-08-08	$1,191.39	$1,191.38
14843	1	645-361-08-09	$1,191.39	$1,191.38
14843	1	645-361-08-10	$1,191.39	$1,191.38
14843	1	645-361-08-11	$1,191.39	$1,191.38
14843	1	645-361-08-12	$1,191.39	$1,191.38
14843	1	645-361-08-13	$1,191.39	$1,191.38
14843	1	645-361-08-14	$1,191.39	$1,191.38
14843	1	645-361-08-15	$1,191.39	$1,191.38
14843	1	645-361-08-16	$1,191.39	$1,191.38
14843	1	645-361-08-17	$1,191.39	$1,191.38
14843	1	645-361-08-18	$1,191.39	$1,191.38
14843	1	645-361-08-19	$1,191.39	$1,191.38
14843	1	645-361-08-20	$1,191.39	$1,191.38
14843	1	645-361-08-21	$1,191.39	$1,191.38
14843	1	645-361-08-22	$1,191.39	$1,191.38

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-23	$1,191.39	$1,191.38
14843	1	645-361-08-24	$1,191.39	$1,191.38
14843	1	645-361-08-25	$1,191.39	$1,191.38
14843	1	645-361-08-26	$1,191.39	$1,191.38
14843	1	645-361-08-27	$1,191.39	$1,191.38
14843	1	645-361-08-28	$1,191.39	$1,191.38
14843	1	645-361-08-29	$1,191.39	$1,191.38
14843	1	645-361-08-30	$1,191.39	$1,191.38
14843	1	645-361-09-01	$1,191.39	$1,191.38
14843	1	645-361-09-02	$1,191.39	$1,191.38
14843	1	645-361-09-03	$1,191.39	$1,191.38
14843	1	645-361-09-04	$1,191.39	$1,191.38
14843	1	645-361-09-05	$1,191.39	$1,191.38
14843	1	645-361-09-06	$1,191.39	$1,191.38
14843	1	645-361-09-07	$1,191.39	$1,191.38
14843	1	645-361-09-08	$1,191.39	$1,191.38
14843	1	645-361-09-09	$1,191.39	$1,191.38
14843	1	645-361-09-10	$1,191.39	$1,191.38
14843	1	645-361-09-11	$1,191.39	$1,191.38
14843	1	645-361-09-12	$1,191.39	$1,191.38
14843	1	645-361-09-13	$1,191.39	$1,191.38
14843	1	645-361-09-14	$1,191.39	$1,191.38
14843	1	645-361-09-15	$1,191.39	$1,191.38
14843	NA	645-361-10-00	$0.00	$0.00
14843	NA	645-361-11-00	$0.00	$0.00

Total Parcels	**928**
Total Taxable Parcels	**877**
Total Maximum Annual Special Tax	**$1,005,307.02**
Total Assigned Special Tax	**$1,005,297.32**

Community Facilities District No. 3 Annual Special Tax Report

Fiscal Year Ending June 30, 2024

San Ysidro School District

2024 / 2025

KeyAnalytics

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T. (619) 428-4476

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St. Paul, MN 55107
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Special Tax Administrator

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Exhibit B – Revenue Pool and Certificate Lease Payment Schedule

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Introduction

Community Facilities District No. 3 ("CFD No. 3") of the San Ysidro School District (the "School District") was formed pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"). CFD No. 3 is authorized under the Act to finance certain school facilities (the "Authorized Facilities") as established at the time of formation. The boundaries of CFD No. 3 encompass approximately 682 acres within the City of San Diego.

This Report summarizes certain general and administrative information and analyzes the financial obligations of CFD No. 3 for the purpose of establishing the Special Tax Levy for Fiscal Year 2024/2025. The Annual Special Tax Levy is calculated pursuant to the Rate and Method of Apportionment ("RMA") which is attached to this Report as Exhibit A.

All capitalized terms not defined herein are used and defined in the RMA and/or the various Trust Agreements (as defined herein).

This Report is organized into the following Sections:

Section I – CFD Background

Section I provides background information relating to the long-term obligations issued by the School District to finance the Authorized Facilities and the related obligations of CFD No. 3.

Section II – Fiscal Year 2023/2024 Special Tax Levy

Section II provides information regarding the levy and collection of Special Tax for Fiscal Year 2023/2024 and an accounting of the remaining collections.

Section III – Fund and Account Balances

Section III examines the financial activity within the funds and accounts associated with CFD No. 3.

Section IV – Annual Special Tax Requirement

Section IV calculates the Annual Special Tax Requirement based on the obligations of CFD No. 3 for Fiscal Year 2024/2025.

Section V – Special Tax Classification

Section V provides updated information regarding the Special Tax classification of parcels within CFD No. 3.

Section VI – Fiscal Year 2024/2025 Special Tax Levy

Section VI provides the Fiscal Year 2024/2025 Special Tax levy based on updated Special Tax classifications and the Annual Special Tax Requirement.

I. CFD Background

In order to finance the Authorized Facilities, the School District has periodically issued long-term obligations in the form of Certificates of Participation ("Certificates"). The Certificates are secured and repaid by scheduled lease payments due on a semi-annual basis ("Lease Payments").

In order to minimize the interest rates and the costs associated with the issuance of the Certificates, the School District has combined the issuance of Certificates repaid through the collection of Special Taxes by CFD No. 3 with those repaid from other revenue sources including Community Facilities District Nos. 1 and 2. A table summarizing the revenue pool and annual Lease Payment obligations is included as Exhibit B.

A. Certificate Pledge Agreements

CFD No. 3 has entered into a Pledge Agreement with the School District, which pledges the Annual Special Taxes to pay the Lease Payments on the Certificates. The Special Taxes collected by CFD No. 3 are pledged, pursuant to the Pledge Agreement, to the Lease Payments of the School District's 2015 Refunding Certificates of Participation issued in the amount of $21,585,000.00 on August 18, 2015 (the "2015 Certificates"), the 2016 Refunding Certificates of Participation issued in the amount of $6,505,000 on September 29, 2016 (the "2016 Certificates") and the 2021 Certificates of Participation issued in the amount of $16,455,000 on April 29, 2021.

The Special Taxes levied and collected on taxable property within CFD No. 3 (net of certain administrative expenses of CFD No. 3) are pledged in whole on a parity basis to the payment of Lease Payments of the 2015 Certificates, 2016 Certificates and the 2021 Certificates.

B. Summary of Certificates

A summary of the Certificates issued by the School District are outlined in the table below.

Certificates of Participation of the School District

Series	Revenues Pledged	Date of Issuance	Amount Issued	Description of Authorized Facilities
1998 Certificates of Participation	Refunded	October 13, 1998	$3,050,000	Expansion of Smythe Elementary School; Installation of HVAC at San Ysidro Middle School; Acquisition of School Buses
2001 Certificates of Participation	Refunded	June 5, 2001	$7,075,000	Purchase of Ocean View Hills School Site
2005 Certificates of Participation	Refunded	January 25, 2005	$17,000,000	Purchase of Vista Del Mar Elementary School Site; Construction of Ocean View Hills School
2007 Certificates of Participation	Refunded	November 29, 2007	$7,330,000	Construction of Vista Del Mar Elementary School
2012 Certificates of Participation	Refunded	January 31, 2012	$10,409,715	Construction of Vista Del Mar Elementary School
2015 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	August 18, 2015	$21,585,000	Refund the outstanding 1998 Certificates, 2001 Certificates and 2005 Certificates
2016 Refunding Certificates of Participation	CFD Nos. 1, 2 and 3	September 29, 2016	$6,505,000	Refund the outstanding 2007 Certificates
2021 Certificates of Participation	CFD Nos. 1, 2 and 3	April 29, 2021	$16,455,000	Refund the outstanding 2012 Certificates and Capital Improvements

II. Fiscal Year 2023/2024 Special Tax Levy

Each Fiscal Year, CFD No. 3 levies and collects Special Taxes pursuant to the RMA in order to meet the obligation for that Fiscal Year. This Section provides a summary of the levy and collection of Special Taxes in Fiscal Year 2023/2024.

A. Special Tax Levy

The Special Tax levy for Fiscal Year 2023/2024 is summarized by Special Tax classification in the table below.

Fiscal Year 2023/2024 Special Tax Levy

Land Use Class	Unit Type	Building Square Footage	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
1	Detached	≥ 2,801	404 Units	$1,224.04 per Unit	$494,512.28
2	Detached	2,401 – 2,800	186 Units	1,007.02 per Unit	187,306.16
3	Detached	2,101 – 2,400	255 Units	930.82 per Unit	237,359.82
4	Detached	1,901 – 2,100	325 Units	989.53 per Unit	321,597.96
5	Detached	1,601 -1,900	576 Units	1,036.43 per Unit	596,985.60
6	Detached	≤ 1,600	20 Units	703.66 per Unit	14,073.20
7	Attached [2]	1,501 – 1,600	40 Units	879.85 per Unit	35,193.94
8	Attached	1,301 -1,500	234 Units	867.98 per Unit	203,107.56
9	Attached	≤ 1,300	26 Units	926.01 per Unit	24,076.26
10	Apartment [3]	≤ 1,600	641 Units	729.52 per Unit	467,621.14
11	Senior	N/A	0 Units	N/A	0.00
Developed Property			*2,707 Units*	*N/A*	*$2,581,833.92*
Undeveloped Property			*26.76 Acres*	*$0.00 per Acre*	*$0.00*
Total					**$2,581,833.92**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.
[2] Units which are (i) constructed for sale purposes, (ii) are contained in a building or building in which each individual units has at least one common wall with another Unit, (iii) are not a Senior Citizen Units, and (iv) exceed 1,600 BSF are classified as Detached Units.
[3] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units.

B. Special Tax Collections and Delinquencies

Delinquent Special Taxes for CFD No. 3, for the Fiscal Year 2023/2024 and prior Fiscal Years are summarized in the following table. A detailed listing of the Second Installment for Fiscal Year 2023/2024 Delinquent Special Taxes is provided as Exhibit C.

CFD No. 3
Special Tax Collections and Delinquencies

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$1,885,822.24	15	$1,875,309.03	$10,513.21	0.56%	$1,216.56	0.06%
2020/2021	1,996,861.28	17	1,983,416.53	13,444.75	0.67%	2,083.12	0.10%
2021/2022	2,219,672.50	10	2,023,117.28	196,555.22	8.86%	5,417.46	0.24%
2022/2023	2,419,512.40	40	2,379,756.59	39,755.81	1.64%	8,336.44	0.34%
2023/2024	2,581,833.92	28	2,561,901.43	19,932.49	0.77%	19,932.49	0.77%

III. Fund and Account Balances

Special Taxes are collected by the San Diego County Tax Collector as part of the regular property tax bills. Once received by the San Diego County Tax Collector the Special Taxes are transferred to the School District where they are deposited into a designated fund. Special Taxes are periodically transferred to make Lease Payments on the Certificates and pay other authorized costs. This Section summarizes the current balances of the funds and accounts associated with CFD No. 3.

A. School District Fund

The balance of the funds being held by the School District (Fund 49.03) is $1,444,096.65. A summary of the transactions from July 1, 2023 to May 31, 2024 within this fund is included as Exhibit D.

B. Trustee Accounts

Funds and Accounts associated with the Certificates are currently being held by U.S. Bank acting as Trustee for the Certificates. These Funds and Accounts were established pursuant to the respective Trust Agreements executed in association with the 2015 Certificates, 2016 Certificates and 2021 Certificates (the "Trust Agreements").

The balances, as of May 31, 2024, of the major funds, accounts and sub-accounts being held by the respective Trustee are listed in the following table.

Trustee Fund and Account Balances as of May 31, 2024

Issuance	Account Name	Account Number	Balance
2015	2015 Proceeds Account	21902100-0	$1,576.88
2015	Lease Payment Fund	21902100-1	2,111.27
2015	Reserve Fund [1]	21902100-2	0.00
2015	Project Fund	21902100-3	0.00
2015	Prepayment Fund	21902100-4	0.00
2016	2016 Proceeds Account	22956900-0	61.81
2016	Lease Payment Fund	22956900-1	3,619.72
2016	Reserve Fund [1]	22956900-2	0.00
2016	Prepayment Fund	22956900-4	0.00
2021	Special Tax Fund (Pooled)	21758900-0	0.00
2021	CFD No. 1 Special Tax Fund	21758900-1	331,211.79
2021	CFD No. 2 Special Tax Fund	21758900-2	670,204.24
2021	CFD No. 3 Special Tax Fund	21758900-3	2,259,950.58
2021	Special Tax Revenue Coverage Stabilization Account	21758900-4	500,000.00
2021	Lease Payment Account	21758901-0	0.00
2021	CFD No. 1 Surplus Account	21758901-1	0.00
2021	CFD No. 2 Surplus Account	21758901-2	0.00
2021	CFD No. 3 Surplus Account	21758901-3	0.00
2021	Lease Payment Fund	25931800-0	9,537.95
2021	Interest Account	25931800-1	0.00
2021	Reserve Fund [1]	25931800-2	0.00
2021	Project Fund	25931800-3	15.20
2021	Cost of Issuance Fund	25931800-4	0.00
2021	Purchase Fund	25931800-5	0.00
2021	CFD No. 3 Bond Fund	25931801-0	149.02
2021	CFD No. 3 Interest Account	25931801-1	0.45
2021	CFD No. 3 Principal Account	25931801-2	222.07
2021	Surplus Fund	25931801-3	0.00
Total			**$3,778,660.98**

[1] Reserve Requirement is satisfied through as surety reserve policy.

IV. Annual Special Tax Requirement

This Section outlines the calculation of the Special Tax levy of CFD No. 3 based on the financial obligations for Fiscal Year 2024/2025.

A. Annual Special Tax Requirement

The Special Taxes of CFD No. 3 are calculated in accordance and pursuant to the RMA. Pursuant to the Pledge Agreement, The Special Taxes of CFD Nos. 1, 2 and 3 are transferred to the Lease Payment accounts on a pro-rata basis based on the total Special Tax levy of each CFD for the current Fiscal Year. Special Taxes not required to pay costs associated with the administration of CFD No. 3 or Lease Payments are available to fund the Authorized Facilities of CFD No. 3. The table below shows the calculation of the Annual Special Tax Requirement for Fiscal Year 2024/2025

Annual Special Tax Requirement for CFD No. 3

Fiscal Year 2023/2024 Remaining Sources		**$3,704,047.23**
Balance in Fund 49 (as of May 31, 2024)	$1,444,096.65	
Balance in CFD No. 3 Special Tax Fund (as of May 31, 2024)	2,259,950.58	
Fiscal Year 2023/2024 Remaining Obligations		**($3,704,047.23)**
COP Lease Payment Pledge [1]	($1,600,073.68)	
Administrative Expense Contingency	(30,000.00)	
Direct Construction of Authorized Facilities	(2,073,973.55)	
Fiscal Year 2023/2024 Revenue for Future COP Payments		**$0.00**
Fiscal Year 2024/2025 Obligations		**($2,748,598.00)**
COP Lease Payment Pledge [1]	($2,040,179.58)	
Administrative Expense Budget	(46,866.38)	
Anticipated Special Tax Delinquencies [2]	(21,220.00)	
Direct Construction of Authorized Facilities	(640,332.04)	
Fiscal Year 2024/2025 Annual Special Tax Requirement		**$2,748,598.00**

[1] Pursuant to the respective Pledge Agreements, Special Taxes are pledged for Lease Payments on the 2015 Certificates, 2016 Certificates and 2021 Certificates.

[2] Assumes the Second Installment for Fiscal Year 2023/2024 delinquency rate of 0.77%.

B. Administrative Expense Budget

Each year a portion of the Special Tax Levy is used to pay for the administrative expenses incurred by the School District to levy the Special Tax and administer the debt issued to financed Authorized Facilities. The estimated Fiscal Year 2024/2025 Administrative Expenses are shown in the table below.

Fiscal Year 2024/2025 Budgeted Administrative Expenses

Administrative Expense	Fiscal Year 2024/2025 Budget
District Staff and Expenses	$10,000.00
Consultant Expenses	18,200.00
County Tax Collection Fees	164.70
Contingency for Legal	18,501.68
Total Expenses	**$46,866.38**

V. Development

Each Fiscal Year, parcels within CFD No. 3 are assigned a Special Tax Classification based on the parameters outlined in the RMA. This Section outlines how parcels are classified and the amount of taxable property within CFD No. 3. For reference, the boundary map of CFD No. 3 is included as Exhibit E and the current Assessor's Parcel maps are included as Exhibit F.

A. Final Land Use

Pursuant to the RMA, a parcel is considered to be classified as Developed Property once a Building Permit is issued prior to January 1 of the prior Fiscal Year. Once classified as Developed Property, each parcel is taxed for a period not to exceed 30 years. Building Permits have been issued on all parcels zoned by the County of San Diego as residential property within CFD No. 3. The table on the next page summarizes the number of parcels with Building Permits issued and the fiscal year those parcels were initially classified as Developed Property.

Summary of Parcels Classified as Final Land Use
Fiscal Year 2024/2025

Initial Tax Year	Classification	Number of Units
1999/2000	Developed Property	242
2000/2001	Developed Property	83
2001/2002	Developed Property	91
2002/2003	Developed Property	118
2003/2004	Developed Property	164
2004/2005	Developed Property	166
2005/2006	Developed Property	69
2006/2007	Developed Property	126
2007/2008	Developed Property	51
2008/2009	Developed Property	664
2009/2010	Developed Property	8
2010/2011	Developed Property	16
2015/2016	Developed Property	40
2017/2018	Developed Property	111
2018/2019	Developed Property	179
2019/2020	Developed Property	81
2020/2021	Developed Property	80
2021/2022	Developed Property	192
2022/2023	Developed Property	137
2023/2024	Developed Property	89
2024/2025	Developed Property	89
Total		**2,796**

As of January 1, 2024, Building Permits have been issued on 2,097 parcels (2,796 Units) zoned by the County of San Diego as residential property. According to the San Diego County Assessor, an additional 20.19 acres of Undeveloped Property is zoned for residential development within CFD No. 3. The table below summarizes the Special Tax classification within CFD No. 3 for the prior Fiscal Year and Fiscal Year 2024/2025.

New Development within CFD No. 3

Land Use Class	Unit Type	Building Square Footage	Fiscal Year 2023/2024 Number of Units/Acres	Fiscal Year 2024/2025 Number of Units/Acres
1	Detached	≥ 2,801	404	404
2	Detached	2,401 – 2,800	186	186
3	Detached	2,101 – 2,400	255	255
4	Detached	1,901 – 2,100	325	330
5	Detached	1,601 -1,900	576	634
6	Detached	≤ 1,600	20	20
7	Attached	1,501 – 1,600	40	40
8	Attached	1,301 -1,500	234	255
9	Attached	≤ 1,300	26	31
10	Apartment	≤ 1,600	641	641
11	Senior	N/A	0	0
Total Developed Property			*2,707*	*2,796*
Total Undeveloped Property [1]			*26.76 Acres*	*20.19 Acres*

B. Prepayments

Developed Property may be prepaid in whole or in part any time after an Assessor's Parcel is first classified as Developed Property as long as there are no delinquent Special Taxes, penalties or interest charges outstanding. The table below lists the Assessor's Parcels that have prepaid the Special Tax along with the information regarding the Notice of Cancellation of Special Tax recorded with the County of San Diego Recorder's Office.

Prepayments within CFD No. 3

Assessor's Parcel Number	Land Use Classification	Unit/Building Square Footage	Number of Units	Initial Tax Year	Recordation Number
645-341-69-00	1	Detached Unit / > 2,801	1	2009/2010	2014-0227298
645-040-79-11	8	Attached Unit / 1,301 BSF - 1,500	1	2018/2019	2019-0366099
645-040-75-00	10	Apartment Unit / < 1,600	42	2019/2020	2019-0366100

VI. Fiscal Year 2024/2025 Special Tax Levy

Each Fiscal Year, the Special Tax is levied up to the maximum rate, as determined by the provisions of the RMA, in the amount needed to satisfy the Annual Special Tax Requirement.

Based on the Annual Special Tax Requirement listed in Section IV, CFD No. 3 will levy 100% of the maximum Special Tax allowable on each parcel classified as Final Land Use. The Special Tax Roll, containing a listing of each parcel's Special Tax, calculated pursuant to the RMA, can be found attached as Exhibit G.

A summary of the Special Tax levy for Fiscal Year 2024/2025 by Property Category as determined by the RMA for CFD No. 3 can be found in the table below.

Special Tax Levy of CFD No. 3

Land Use Class	Unit Type	Building Square Footage	Number of Units/Acres	Average Special Tax Rate [1]	Total Special Taxes
1	Detached	≥ 2,801	404 Units	$1,248.52 per Unit	$504,401.90
2	Detached	2,401 – 2,800	186 Units	1,027.16 per Unit	191,051.46
3	Detached	2,101 – 2,400	255 Units	949.44 per Unit	242,107.48
4	Detached	1,901 – 2,100	330 Units	1,016.85 per Unit	335,561.38
5	Detached	1,601 -1,900	634 Units	1,085.82 per Unit	688,410.12
6	Detached	≤ 1,600	20 Units	717.74 per Unit	14,354.80
7	Attached [2]	1,501 – 1,600	40 Units	897.44 per Unit	35,897.68
8	Attached	1,301 -1,500	255 Units	903.38 per Unit	230,363.12
9	Attached	≤ 1,300	31 Units	950.85 per Unit	29,476.48
10	Apartment [3]	≤ 1,600	641 Units	744.11 per Unit	476,973.58
11	Senior	N/A	0 Units	N/A	0.00
Developed Property			*2,796 Units*	*N/A*	*$2,748,598.00*
Undeveloped Property			*20.19 Acres*	*$0.00 per Acre*	*$0.00*
Total					**$2,748,598.00**

[1] Reflects the average Special Tax Rate since the Initial Assigned Special Tax Rate for Developed Property for a specific Fiscal Year is calculated based on the Index escalator, thus the average Special Tax Rate may not reflect the actual Assigned Special Tax Rate for each parcel in a given Special Tax Class.

[2] Units which are (i) constructed for sale purposes, (ii) are contained in a building or building in which each individual units has at least one common wall with another Unit, (iii) are not a Senior Citizen Units, and (iv) exceed 1,600 BSF are classified as Detached Units.

[3] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units.

https://calschools.sharepoint.com/cfs/unregulated/san ysidro/developer revenue/cfd admin/cfd no. 3/fy 2024-25/sanysidrosd_cfd3_fy2425_specialtaxreport_d1.docx

Exhibit A

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 3 (OCEAN VIEW HILLS, SOUTH PALM VISTA AND CORPORATE CENTER PROJECTS) OF THE SAN YSIDRO SCHOOL DISTRICT

Special Taxes shall be levied on and collected in Community Facilities District No. 3 ("CFD") of the San Ysidro School District ("School District") in each Fiscal Year, in an amount determined through the application of the Rate and Method of Apportionment ("RMA") described below. All the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or as calculated from the applicable Assessor's Parcel Map by the Board.

"**Act**" means the Mello-Roos Community Facilities Act of 1982 as amended, being Section 53311, *et. seq.*, of the Government Code of the State of California.

"**Additional Assigned Annual Special Tax**" means the Special Tax of that name, calculated pursuant to Section E.

"**Additional Developed Annual Special Tax Requirement**" means the amount to be used in determining the Annual Special Taxes to be levied on Developed Property as described in Step Three of Section F in order to pay in any Fiscal Year: (i) debt service or other periodic costs on all Bonds or other indebtedness of the CFD currently outstanding, (ii) Administrative Expenses, and (iii) any amount required to establish or replenish any reserve funds established in connection with the Bonds or other indebtedness of the CFD, less (i) the sum of the amounts levied in Step One and Step Two of Section F and (ii) reserve fund earnings in excess of the reserve fund requirement which are not allocable to Rebatable Arbitrage.

"**Additional Undeveloped Annual Special Tax Requirement**" means the amount to be used in determining the Annual Special Taxes to be levied on Undeveloped Property as described in Step Two of Section F in order to pay in any Fiscal Year: (i) debt service or other periodic costs on all Bonds or other indebtedness of the CFD currently outstanding, (ii) Administrative Expenses, (iii) costs associated with the purchase, lease, and installation of temporary, interim school facilities, and (iv) any amount required to establish or replenish any reserve funds established in connection with the Bonds or other indebtedness of the CFD, less (i) the sum of the amounts levied in Step One of Section F and (ii) reserve fund earnings in excess of the reserve fund requirement which are not allocable to Rebatable Arbitrage.

"**Administrative Expenses**" means any ordinary and necessary expenses incurred by the School District on behalf of the CFD related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits or appropriate allocation thereof of any School District employee whose duties are directly related to the administration of the CFD, and costs otherwise incurred in order to carry out the authorized purposes of the CFD.

"**Annual Special Tax**" means the Special Tax actually levied each Fiscal Year against an Assessor's Parcel of Taxable Property pursuant to Section F.

"**Apartment Unit**" **or** "**A/DU**" means a Unit which (i) is constructed solely for rental purposes to the general public, (ii) is not a Senior Citizen Unit, and (iii) does not exceed 1,600 BSF.

"**Assessor's Parcel**" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of the CFD.

"**Assessor's Parcel Map**" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"**Assessor's Parcel Number**" means that number assigned to an Assessor's Parcel by the Assessor of the County for purposes of identification.

"**Assigned Annual Special Tax**" means (i) for Undeveloped Property, the Special Tax of that name calculated pursuant to Section E, and (ii) for Developed Property, the sum of the Base Assigned Annual Special Tax and the Additional Assigned Annual Special Tax.

"**Attached Unit**" **or** "**MFA/DU**" means a Unit which (i) is constructed for sale purposes, (ii) is contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) is not a Senior Citizen Unit, and (iv) does not exceed 1,600 BSF.

"**Base Assigned Annual Special Tax**" means the Special Tax of that name, calculated pursuant to Section E.

"**Board**" means the Governing Board of the School District or its designee(s).

"**Bonds**" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, which obligation may be incurred by the CFD and paid by Special Taxes.

"**Building Square Footage**" or "**BSF**" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel.

"**CFD**" means Community Facilities District No. 3 (Ocean View Hills, South Palm Vista and Corporate Center Projects) established by the School District under the Act.

"**Calendar Year**" means the period commencing on January 1 of any year and ending the following December 31.

"**City**" means the City of San Diego.

"**Commercial/Industrial Property**" means all Assessor's Parcels included in any of the areas designated as a "Commercial/Industrial Area" on the Community Facilities District Map, as amended from time to time by the Board, attached hereto as Section N, provided that such Assessor's Parcels are zoned for commercial/industrial use. In the event that such Assessor's Parcels are not zoned for commercial/industrial use, such Assessor's Parcels shall not be classified as Commercial/Industrial Property.

"**County**" means the County of San Diego.

"**Detached Unit**" **or** "**SFD/DU**" means (i) a Unit constructed for sale purposes and which does not have any common walls with another Unit, or (ii) a Unit constructed for sale purposes which is contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit and which is not a Senior Citizen Unit and which exceeds 1,600 BSF, or (iii) a Unit which is constructed solely for rental purposes to the general public and which is not a Senior Citizen Unit and which exceeds 1,600 BSF.

"**Developed Property**" means all Assessor's Parcels in the CFD for which a building permit was issued on or before January 1 of the prior Fiscal Year for the construction of a residential structure.

"**Exempt Property**" means all Assessor's Parcels in the CFD designated as being exempt from Special Taxes in Section K.

"**Final Map**" means a final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates building sites, recorded in the County Office of the Recorder.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending the following June 30.

"**Gross Prepayment Amount**" means the amount of that name applicable to an Assessor's Parcel as described and calculated as provided in Section H.

"**Index**" means the greater of (i) the annual percentage change in the Marshall & Swift Class D Wood Frame Western Index for the twelve (12) months ending November 30 of the prior Calendar Year or (ii) two percent (2.00%). In the event the Marshall & Swift Class D Wood Frame Western Index ceases to be published, the Index shall be based on a comparable index reasonably determined by the Board.

"**Land Use Class**" means any of the classes of Developed Property listed in Table 1 below.

"**Maximum Special Tax**" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"**One-Time Special Tax**" means the single payment Special Tax which shall be collected by the CFD for an Assessor's Parcel of Undeveloped Property at the issuance of a building permit for the construction of one or more Apartment Units on such Assessor's Parcel.

"**Optional Prepayment Special Tax**" means the single payment Special Tax which may be paid to the CFD to prepay the Annual Special Tax obligation for an Assessor's Parcel in full, as described in Section G.

"**Partial Prepayment Amount**" means the dollar amount required to prepay a portion of the Annual Special Tax obligation on an Assessor's Parcel, determined pursuant to Section I.

"**Planning Area**" means any of the areas designated as a "Planning Area" on the Community Facilities District Map, as amended from time to time by the Board, attached hereto as Section N and used pursuant to Section G in the identification of the Assessor's Parcels for which Optional Prepayment Special Taxes may be paid.

"**Prepayment Amount**" means the dollar amount required to prepay all of the Annual Special Tax obligation on an Assessor's Parcel, determined pursuant to Section H.

"**Prepayment Portion**" means the percent by which the owner of the Assessor's Parcel is partially prepaying the Annual Special Tax obligation.

"**Proportionately**" means that the ratio of the actual Annual Special Tax levy to the applicable Special Tax is equal for all applicable Assessor's Parcels.

"**Rebatable Arbitrage**" means, as of any date, the amount required to be set aside for payment to the United States pursuant to Section 148(f)(2) of the Internal Revenue Code and any applicable tax certificate.

"**Senior Citizen Unit**" **or** "**SC/DU**" means a Unit designated as senior citizen housing, part of a residential care facility for the elderly, or part of a multi-level care facility for the elderly as referred to in California Government Code Section 65995.1. For purposes hereof, it shall be sufficient to designate a Unit as a Senior Citizen Unit if Senior Citizen Restrictions have been effected with respect to such Unit.

"**Senior Citizen Restriction**" means a restriction limiting the use of Units to senior citizen housing, as defined in Section 65995.1 of the Government Code, under a final map, other governmental entitlements, or a declaration of covenants, conditions and restrictions or any similar binding recorded instrument that may not be amended without the consent of the School District.

"**Special Tax**" means any of the special taxes applicable to Assessor's Parcels of Taxable Property.

"**Taxable Property**" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from Special Taxes pursuant to Section K below.

"**Undeveloped Property**" means all Assessor's Parcels of Taxable Property which are not Developed Property.

"Unit" means each separate residential dwelling unit which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and which shall be classified as a Detached Unit, an Attached Unit, an Apartment Unit, or a Senior Citizen Unit.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

For each Fiscal Year, beginning with Fiscal Year 1998-99, each Assessor's Parcel shall be classified as Exempt Property or Taxable Property. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall be assigned to a Land Use Class by reference to Table 1.

TABLE 1
LAND USE CLASSES

Land Use Class	Unit	BSF
1	Detached Unit	≥2,801
2	Detached Unit	2,401 - 2,800
3	Detached Unit	2,101 - 2,400
4	Detached Unit	1,901 - 2,100
5	Detached Unit	1,601 - 1,900
6	Detached Unit	≤ 1,600
7	Attached Unit[1]	1,501 - 1,600
8	Attached Unit	1,301 - 1,500
9	Attached Unit	≤ 1,300
10	Apartment Unit[2]	≤ 1,600
11	Senior Citizen Unit	NA

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

SECTION C
MAXIMUM SPECIAL TAXES

1. Developed Property

The Maximum Special Tax for an Assessor's Parcel of Developed Property shall be the amount derived by the application of the Assigned Annual Special Tax.

2. Undeveloped Property

The Maximum Special Tax for an Assessor's Parcel of Undeveloped Property shall be the sum of (i) the One-Time Special Tax applicable to such Assessor's Parcel and (ii) the amount derived by the application of the Assigned Annual Special Tax.

SECTION D
ONE-TIME SPECIAL TAXES

A One-Time Special Tax shall be collected by the CFD for an Assessor's Parcel of Undeveloped Property at the issuance of a building permit for the construction of one or more Apartment Units on such Assessor's Parcel. The One-Time Special Tax for Calendar Year 1998 shall be $666 per Apartment Unit. Each January 1, commencing January 1, 1999, the One-Time Special Tax per Apartment Unit shall be increased by the Index.

SECTION E
ASSIGNED ANNUAL SPECIAL TAXES

1. Developed Property

The Assigned Annual Special Tax for each Assessor's Parcel of Developed Property shall be the sum of (i) the Base Assigned Annual Special Tax and (ii) the Additional Assigned Annual Special Tax.

a. Base Assigned Annual Special Tax

i. Base Assigned Annual Special Tax for New Developed Property

The Base Assigned Annual Special Tax for an Assessor's Parcel of Developed Property in the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property shall be determined by reference to Table 2, subject to increase as described below.

TABLE 2
BASE ASSIGNED ANNUAL SPECIAL TAXES
FISCAL YEAR 1998-99

Land Use Class	Unit	BSF	Base Assigned Annual Special Tax
1	Detached Unit	≥2,801	$701.84 per Unit
2	Detached Unit	2,401 - 2,800	$567.43 per Unit
3	Detached Unit	2,101 - 2,400	$526.38 per Unit
4	Detached Unit	1,901 - 2,100	$499.70 per Unit
5	Detached Unit	1,601 - 1,900	$454.56 per Unit
6	Detached Unit	≤ 1,600	$428.90 per Unit
7	Attached Unit[1]	1,501 - 1,600	$394.02 per Unit
8	Attached Unit	1,301 - 1,500	$366.31 per Unit
9	Attached Unit	≤ 1,300	$326.30 per Unit
10	Apartment Unit[2]	≤ 1,600	$364.57 per Unit
11	Senior Citizen Unit	NA	$0.00 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each July 1, commencing July 1, 1999, the Base Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by the Index until and including the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

ii. Base Assigned Annual Special Tax for Existing Developed Property

Each July 1, commencing the July 1 immediately following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, the Base Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. **Additional Assigned Annual Special Tax**

i. **Additional Assigned Annual Special Tax for New Developed Property**

The Additional Assigned Annual Special Tax applicable to an Assessor's Parcel of Developed Property in the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property shall be the amount determined by reference to Table 3, subject to increase as described below.

TABLE 3
ADDITIONAL ASSIGNED ANNUAL SPECIAL TAXES
FISCAL YEAR 1998-99

Land Use Class	Unit	BSF	Additional Assigned Annual Special Tax
1	Detached Unit	≥2,801	$0.00 per Unit
2	Detached Unit	2,401 - 2,800	$0.00 per Unit
3	Detached Unit	2,101 - 2,400	$16.97 per Unit
4	Detached Unit	1,901 - 2,100	$43.65 per Unit
5	Detached Unit	1,601 - 1,900	$88.80 per Unit
6	Detached Unit	≤ 1,600	$114.45 per Unit
7	Attached Unit[1]	1,501 - 1,600	$0.00 per Unit
8	Attached Unit	1,301 - 1,500	$6.59 per Unit
9	Attached Unit	≤ 1,300	$46.61 per Unit
10	Apartment Unit[2]	≤ 1,600	$0.00 per Unit
11	Senior Citizen Unit	NA	$0.00 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each July 1, commencing July 1, 1999, the Additional Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by the Index until and including the first Fiscal Year in which such Assessor's Parcel is classified as Developed Property.

ii. **Additional Assigned Annual Special Tax for Existing Developed Property**

Each July 1, commencing the July 1 immediately following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, the Additional Assigned Annual Special Tax applicable to an Assessor's Parcel shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. **Undeveloped Property**

The Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property shall be $8,000 per acre of Acreage in Fiscal Year 1998-99. The Assigned Annual Special Tax shall be increased by two percent (2.00%) per Fiscal Year commencing with Fiscal Year 1999-2000.

SECTION F
METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAXES

In each Fiscal Year, commencing with Fiscal Year 1998-99, the Board shall levy Annual Special Taxes on Taxable Property in the CFD as follows:

Step One: An Annual Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to the Base Assigned Annual Special Tax applicable to such Assessor's Parcel, as such amount is determined pursuant to Section E.

Step Two: If the Additional Undeveloped Annual Special Tax Requirement is greater than $0, an Annual Special Tax shall additionally be levied Proportionately on each Assessor's Parcel of Undeveloped Property to satisfy the Additional Undeveloped Annual Special Tax Requirement, up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel of Undeveloped Property, as such amounts are determined pursuant to Section E.

Step Three: If the Additional Developed Annual Special Tax Requirement is greater than $0, an Annual Special Tax shall additionally be levied Proportionately on each Assessor's Parcel of Developed Property to satisfy the Additional Developed Annual Special Tax Requirement, up to the Additional Assigned Annual Special Tax applicable to each such Assessor's Parcel of Developed Property, as such amounts are determined pursuant to Section E.

SECTION G
OPTIONAL PREPAYMENT SPECIAL TAXES

If there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to an Assessor's Parcel which has or will become Developed Property, as determined by the Board, the Annual Special Tax obligation for such Assessor's Parcel may be prepaid in whole or in part at the following times: (i) at the issuance of a building permit for such Assessor's Parcel if the owner of all Assessor's Parcels in the Planning Area, determined pursuant to Section N, elected

via written notification to the Board to prepay the Annual Special Tax obligation in whole or in part for all the Assessor's Parcels in such Planning Area prior to the first Final Map being recorded for the Planning Area or (ii) any time after the Fiscal Year following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property. If an Annual Special Tax obligation is to be prepaid in whole, the Optional Prepayment Special Tax for the applicable Assessor's Parcel shall be equal to the Prepayment Amount for such Assessor's Parcel as described in Section H. If an Annual Special Tax obligation is to be prepaid in part, the Optional Prepayment Special Tax for the applicable Assessor's Parcel shall be equal to the Partial Prepayment Amount for such Assessor's Parcel as described in Section I.

With respect to any Assessor's Parcel's Annual Special Tax obligation that is prepaid in whole, the Board shall cause a suitable notice to be recorded to indicate the prepayment of the Annual Special Tax obligation, and the Annual Special Tax obligation shall cease.

With respect to any Assessor's Parcel's Annual Special Tax obligation that is partially prepaid, the Board shall (i) cause a suitable notice to be recorded to indicate the partial prepayment of the Annual Special Tax obligation, and (ii) cause a suitable notice to be recorded to indicate that a portion of the Annual Special Tax obligation applicable to such Assessor's Parcel, equal to the outstanding percentage of the remaining Annual Special Tax obligation, shall continue to be applicable to such Assessor's Parcel.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Assigned Annual Special Taxes that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year.

SECTION H
PREPAYMENT AMOUNT CALCULATIONS

1. Prior to Issuance of Bonds

Prior to the issuance of Bonds, the Prepayment Amount for each applicable Assessor's Parcel shall be that Assessor's Parcel's applicable Gross Prepayment Amount, determined by reference to Table 4, subject to increase as described below.

TABLE 4
GROSS PREPAYMENT AMOUNT
CALENDAR YEAR 1998

Land Use Class	Unit	BSF	Gross Prepayment Amount
1	Detached Unit	≥2,801	$8,727.29 per Unit
2	Detached Unit	2,401 - 2,800	$7,055.92 per Unit
3	Detached Unit	2,101 - 2,400	$6,756.49 per Unit
4	Detached Unit	1,901 - 2,100	$6,756.49 per Unit
5	Detached Unit	1,601 - 1,900	$6,756.49 per Unit
6	Detached Unit	≤ 1,600	$6,756.49 per Unit
7	Attached Unit[1]	1,501 - 1,600	$2,742.47 per Unit
8	Attached Unit	1,301 - 1,500	$2,595.47 per Unit
9	Attached Unit	≤ 1,300	$2,595.47 per Unit
10	Apartment Unit[2]	≤ 1,600	$4,961.55 per Unit

[1] Units which (i) are constructed for sale purposes, (ii) are contained in a building or buildings in which each of the individual Units has at least one common wall with another Unit, (iii) are not a Senior Citizen Unit, and (iv) exceed 1,600 BSF are classified as Detached Units. See definitions.
[2] Units which (i) are constructed solely for rental purposes to the general public, (ii) are not Senior Citizen Units, and (iii) exceed 1,600 BSF are classified as Detached Units. See definitions.

Each January 1, commencing January 1, 1999, the Gross Prepayment Amount applicable to an Assessor's Parcel shall be increased by the Index.

2. Subsequent to Issuance of Bonds

Subsequent to the issuance of Bonds, the Prepayment Amount for each applicable Assessor's Parcel shall be determined pursuant to the following formula:

Prepayment Amount applicable to Assessor's Parcel, calculated pursuant to Section H.1. above	
plus	A. Redemption Premium
plus	B. Defeasance
plus	C. Prepayment Fees and Expenses
less	D. Reserve Fund Credit
less	E. Regularly Retired Principal Credit
equals	Prepayment Amount

Detailed explanations of items A through E follow:

A. Redemption Premium

The Redemption Premium is calculated by multiplying (i) the principal amount of the Bonds to be redeemed with the proceeds of the Prepayment Amount by (ii) the applicable redemption premium, if any, on the Bonds to be redeemed.

B. Defeasance

The Defeasance is the amount needed to pay interest on the portion of the Bonds to be redeemed with the proceeds of the Prepayment Amount until the earliest call date of the Bonds to be redeemed, net of interest earnings to be derived from the reinvestment of the Prepayment Amount until the redemption date of the portion of the Bonds to be redeemed with the Prepayment Amount. Such amount of interest earnings will be calculated reasonably by the Board.

C. Prepayment Fees and Expenses

The Prepayment Fees and Expenses are the costs of the computation of the Prepayment Amount and an allocable portion of the costs of redeeming Bonds and recording any notices to evidence the prepayment and the redemption, as calculated reasonably by the Board.

D. Reserve Fund Credit

The Reserve Fund credit, if any, shall be calculated as the reduction in the applicable reserve fund requirements resulting from the redemption of Bonds with the Prepayment Amount.

E. Regularly Retired Principal Credit

The Regularly Retired Principal Credit is the total regularly scheduled retirement of principal that has occurred with respect to the Assessor's Parcel. For purposes of this calculation, it shall be assumed that the Annual Special Taxes actually collected from each Assessor's Parcel in any Fiscal Year are applied prorata to the regularly scheduled principal payment on the outstanding Bonds in the immediately following Fiscal Year based on each Assessor's Parcel's share of the total Annual Special Taxes which are actually collected from all Taxable Property in the current Fiscal Year and are applied to such regularly scheduled principal payment in the immediately following Fiscal Year. In no event shall any Annual Special Taxes determined to have been used to make a regularly scheduled principal payment on the Bonds be adjusted for any increase in any cost index or other basis subsequent to the date of the applicable principal payment.

SECTION I
PARTIAL PREPAYMENT AMOUNT CALCULATIONS

The partial prepayment formula is defined as follows:

Prepayment Amount, calculated pursuant to Section H	
times	Prepayment Portion
equals	Partial Prepayment Amount

SECTION J
TERMINATION OF ANNUAL SPECIAL TAXES

Annual Special Taxes on an Assessor's Parcel of Developed Property shall be levied for a term of thirty (30) Fiscal Years. Annual Special Taxes on an Assessor's Parcel of Undeveloped Property shall not be levied later than Fiscal Year 2050-51.

SECTION K
EXEMPTIONS

The Board, at its reasonable discretion, shall classify property as Exempt Property on a first in time basis provided that the Board shall not classify any property as Exempt Property if such classification would reduce the Acreage of all Developed Property and Undeveloped Property to less than 209 acres. Within these limitations, the Board may classify as Exempt Property property that is (i) owned by the State of California, Federal or other local governments except as otherwise provided in Sections 53317.3 and 53317.5 of the Government Code, (ii) leased to the School District or its designee for school facilities purposes, (iii) used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iv) owned by a homeowners' association, (v) Commercial/Industrial Property, or (vi) encumbered with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. For purposes of interpreting Sections 53317.3, 53317.5, and 53340.1 of the Act, any Assessor's Parcel acquired by a public entity shall be deemed Exempt Property subject to the limitations described in the first sentence of this paragraph to the extent it is Undeveloped Property at the time of its acquisition or lease.

SECTION L
APPEALS

Any property owner claiming that the amount or application of a Special Tax is not correct may file a written notice of appeal with the Board not later than one (1) Calendar Year after having paid the first installment of the Special Tax that is disputed. The Board shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Board's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last Fiscal Year of levy), but an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

SECTION M
MANNER OF COLLECTION

One-Time Special Taxes shall be collected at the issuance of a building permit for the construction of one or more Apartment Units. Optional Prepayment Special Taxes shall be collected at the issuance of a building permit or after the Fiscal Year following the Fiscal Year in which the Assessor's Parcel was first classified as Developed Property, pursuant to Section G above. Annual Special Taxes shall be collected in the same manner and at the same time as *ad valorem* property taxes, provided, however, that the CFD may collect Annual Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

SECTION N
COMMUNITY FACILITIES DISTRICT MAP (See Next Page)

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Exhibit B

Revenue Pool and Lease Payment Schedule

San Ysidro School District
Available Revenue for Lease Payments for the Certificate of Participation

Bond Year	Special Tax Levy [1]							COP Lease Payments				
	CFD No. 1	CFD No. 2	CFD No. 3	Administrative Expense Budget	Total Net Available Annual Special Tax Revenue	Change in Special Tax Revenue Coverage Stabilization Account [2]	Total Net Available Revenue	Series 2015	Series 2016	Series 2021	Total COPs Lease Payments	Remaining Revenue [3]
2024/2025	$125,587.40	$1,005,302.17	$2,633,062.56	($119,509.26)	*$3,644,442.87*	$0.00	$3,644,442.87	$1,582,625.00	$433,750.00	$863,217.52	*$2,879,592.52*	$764,850.35
2025/2026	1,118.64	1,025,408.21	2,685,723.81	(87,165.30)	*3,625,085.36*	0.00	3,625,085.36	1,499,625.00	449,550.00	905,217.52	*2,854,392.52*	770,692.84
2026/2027	0.00	1,045,916.37	2,739,438.29	(87,767.60)	*3,697,587.07*	0.00	3,697,587.07	1,528,125.00	464,350.00	919,817.52	*2,912,292.52*	785,294.55
2027/2028	0.00	1,066,834.70	2,794,227.05	(89,522.95)	*3,771,538.81*	0.00	3,771,538.81	1,557,050.00	473,150.00	943,017.52	*2,973,217.52*	798,321.29
2028/2029	0.00	1,088,171.40	2,850,111.60	(91,313.41)	*3,846,969.58*	0.00	3,846,969.58	1,593,300.00	481,150.00	954,417.52	*3,028,867.52*	818,102.06
2029/2030	0.00	1,109,934.82	2,668,943.36	(93,139.68)	*3,685,738.51*	0.00	3,685,738.51	1,419,800.00	648,350.00	804,417.52	*2,872,567.52*	813,170.99
2030/2031	0.00	1,132,133.52	2,617,365.69	(95,002.47)	*3,654,496.74*	0.00	3,654,496.74	1,361,800.00	538,350.00	934,417.52	*2,834,567.52*	819,929.22
2031/2032	0.00	1,113,298.18	2,552,165.62	(96,902.52)	*3,568,561.29*	0.00	3,568,561.29	1,253,800.00	546,950.00	948,417.52	*2,749,167.52*	819,393.77
2032/2033	0.00	1,111,191.29	2,455,653.20	(98,840.57)	*3,468,003.91*	(350,000.00)	3,118,003.91	1,138,300.00	599,550.00	590,817.52	*2,328,667.52*	789,336.39
2033/2034	0.00	1,058,700.38	2,307,471.21	(100,817.38)	*3,265,354.21*	(200,000.00)	3,065,354.21	930,800.00	609,350.00	731,417.52	*2,271,567.52*	793,786.69
2034/2035	0.00	527,179.84	2,145,745.76	(102,833.73)	*2,570,091.87*	350,000.00	2,920,091.87	0.00	922,950.00	1,206,117.52	*2,129,067.52*	791,024.35
2035/2036	0.00	0.00	2,104,204.82	(58,272.45)	*2,045,932.38*	225,000.00	2,270,932.38	0.00	363,150.00	1,166,117.52	*1,529,267.52*	741,664.86
2036/2037	0.00	0.00	1,968,469.75	(59,437.90)	*1,909,031.86*	(125,000.00)	1,784,031.86	0.00	267,800.00	806,517.52	*1,074,317.52*	709,714.34
2037/2038	0.00	0.00	1,926,744.25	(60,626.65)	*1,866,117.59*	(150,000.00)	1,716,117.59	0.00	0.00	1,001,477.52	*1,001,477.52*	714,640.07
2038/2039	0.00	0.00	1,298,924.29	(61,839.19)	*1,237,085.11*	650,000.00	1,887,085.11	0.00	0.00	1,146,502.52	*1,146,502.52*	740,582.59
2039/2040	0.00	0.00	1,313,029.42	(63,075.97)	*1,249,953.45*	0.00	1,249,953.45	0.00	0.00	557,650.02	*557,650.02*	692,303.43
2040/2041	0.00	0.00	1,312,448.63	(64,337.49)	*1,248,111.14*	100,000.00	1,348,111.14	0.00	0.00	632,525.02	*632,525.02*	715,586.12
2041/2042	0.00	0.00	1,338,697.61	(65,624.24)	*1,273,073.37*	0.00	1,273,073.37	0.00	0.00	555,487.52	*555,487.52*	717,585.85
2042/2043	0.00	0.00	1,365,471.56	(66,936.72)	*1,298,534.83*	0.00	1,298,534.83	0.00	0.00	564,912.52	*564,912.52*	733,622.31
2043/2044	0.00	0.00	1,392,780.99	(68,275.46)	*1,324,505.53*	0.00	1,324,505.53	0.00	0.00	573,887.52	*573,887.52*	750,618.01
2044/2045	0.00	0.00	1,420,636.61	(69,640.97)	*1,350,995.64*	0.00	1,350,995.64	0.00	0.00	586,775.00	*586,775.00*	764,220.64
2045/2046	0.00	0.00	1,391,305.89	(71,033.79)	*1,320,272.10*	0.00	1,320,272.10	0.00	0.00	549,068.76	*549,068.76*	771,203.34
2046/2047	0.00	0.00	1,419,132.01	(72,454.46)	*1,346,677.54*	0.00	1,346,677.54	0.00	0.00	556,956.26	*556,956.26*	789,721.28
2047/2048	0.00	0.00	1,274,395.36	(73,903.55)	*1,200,491.81*	0.00	1,200,491.81	0.00	0.00	414,368.76	*414,368.76*	786,123.05
2048/2049	0.00	0.00	1,019,614.41	(75,381.62)	*944,232.79*	0.00	944,232.79	0.00	0.00	164,868.76	*164,868.76*	779,364.03
2049/2050	0.00	0.00	904,577.98	(76,889.26)	*827,688.72*	0.00	827,688.72	0.00	0.00	46,068.76	*46,068.76*	781,619.96
Total	**$2,078,379.34**	**$15,111,976.11**	**$59,117,821.80**	**($2,525,603.41)**	**$73,782,573.83**	**$500,000.00**	**$74,282,573.83**	**$21,123,125.00**	**$8,462,250.00**	**$22,515,569.08**	**$52,100,944.08**	**$22,181,629.75**

[1] Does not account for anticipated Special Tax delinquencies.
[2] Includes $500,000 currently deposited into the Special Tax Revenue Coverage Stabilization Fund held with the Trustee.
[3] Any amounts not required to pay Lease Payments may be used to issue additional parity Certificates or construct Authorized Facilities.

Exhibit C

Delinquent Special Tax Report

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

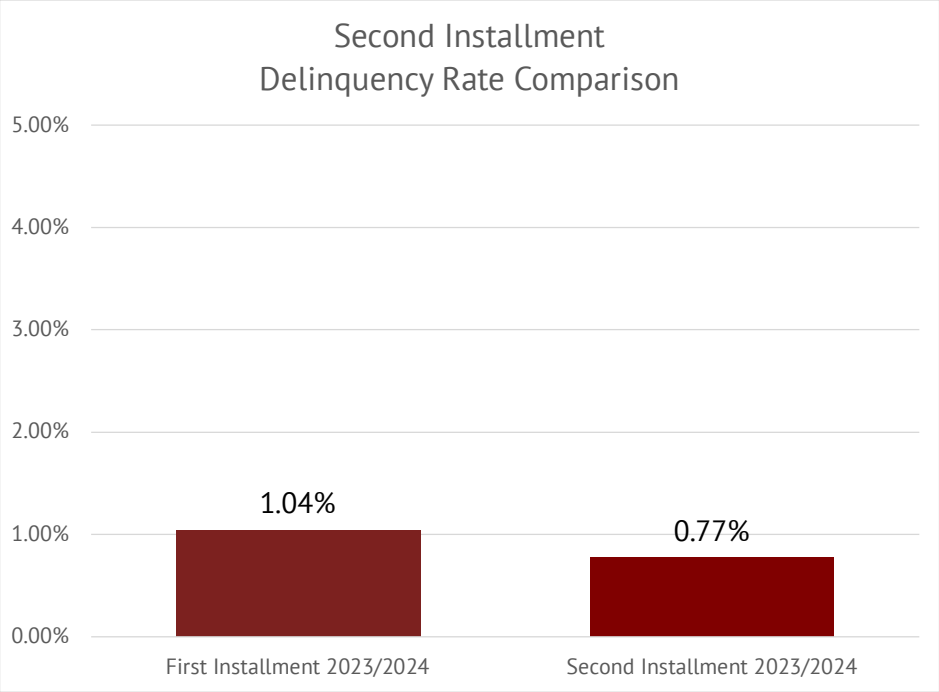
San Ysidro School District Community Facilities District No. 3

KeyAnalytics

Summary

Second Installment

Total Taxes Due April 10, 2024	**$2,581,833.92**
Amount Paid	**$2,561,901.43**
Amount Remaining to be Collected	**$19,932.49**
Number of Parcels Delinquent	**28**
Delinquency Rate	**0.77%**



Foreclosure

CFD Subject to Foreclosure Covenant:	**No**
Foreclosure Determination Date	**N/A**

Foreclosure Qualification

Individual Parcel Delinquency	**N/A**
Individual Owner Multiple Parcels Delinquency	**N/A**
Individual Parcels Semi-Annual Installments	**N/A**
Aggregate Delinquency Rate	**N/A**

Parcels Qualifying for Foreclosure

Parcels Exceeding Individual Foreclosure Threshold	**N/A**
Parcels Exceeding CFD Aggregate	**N/A**

Fixed Charge Special Assessment Delinquency Report

Second Installment Report for Fiscal Year 2023/2024

San Ysidro School District Community Facilities District No. 3

KeyAnalytics

Historical Delinquency Summary

Fiscal Year	Subject Fiscal Year					April 10, 2024	
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Amount Delinquent	Delinquency Rate	Remaining Amount Delinquent	Remaining Delinquency Rate
2019/2020	$1,885,822.24	15	$1,875,309.03	$10,513.21	0.56%	$1,216.56	0.06%
2020/2021	1,996,861.28	17	1,983,416.53	13,444.75	0.67%	2,083.12	0.10%
2021/2022	2,219,672.50	10	2,023,117.28	196,555.22	8.86%	5,417.46	0.24%
2022/2023	2,419,512.40	40	2,379,756.59	39,755.81	1.64%	8,336.44	0.34%
2023/2024 [1]	2,581,833.92	28	2,561,901.43	19,932.49	0.77%	19,932.49	0.77%

[1] Delinquency data as of April 10, 2024.

Historical Delinquency Rate

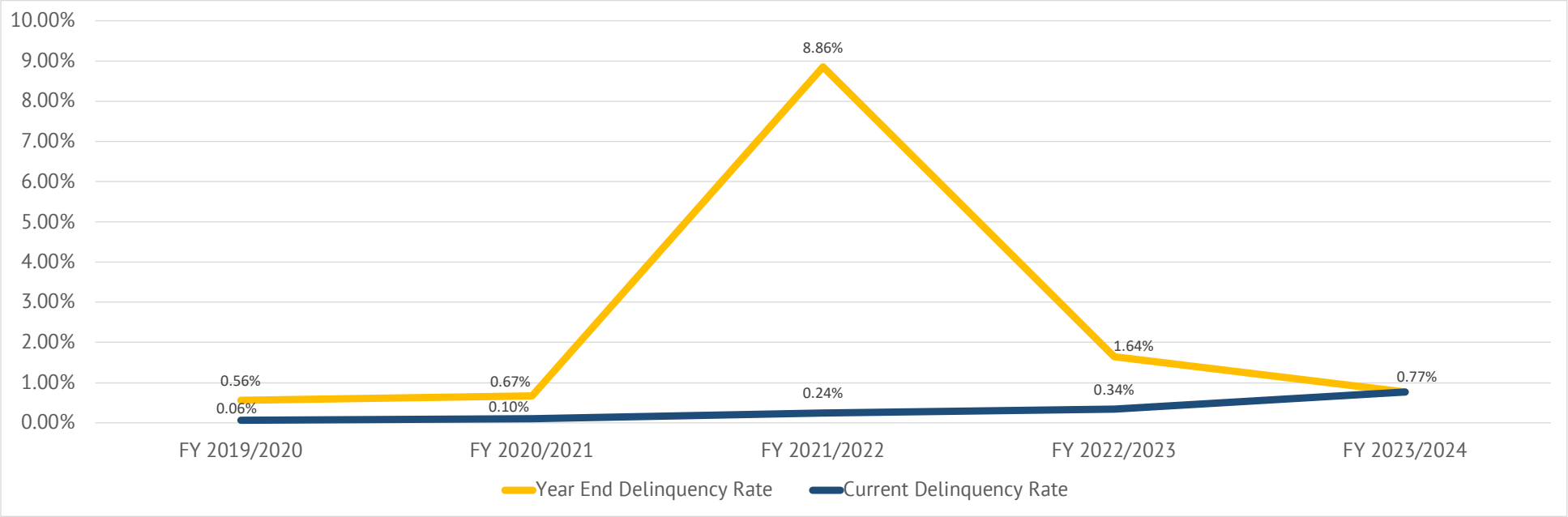


Exhibit D

Summary of Transactions School District Fund

Fund: Fund 49:03

Subfund: Fund 49.3:9010 (CFD #3) - Acquisition Fund

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	$148,396.93	$20,009,585.06	$3,000,000.00	$0.00	($21,015,316.37)	$2,142,665.62			BEGINNING BALANCE
07-21-2023		$72,748.67				$2,215,414.29		FA-0001170631	Tax Apport #12-Investment Fds
08-08-2023		$7,468.11				$2,222,882.40		FA-0001174805	Tax Apport #1-Investment Fds
09-06-2023		$14,915.61				$2,237,798.01		FA-0001191842	Tax Apport #2-Investment Fds
10-10-2023		$10,319.29				$2,248,117.30		FA-0001206971	Tax Apport #3-Investment Fds
10-23-2023	$934.28					$2,249,051.58		FA-0001207960	Interest 1Q-1st distribution
10-31-2023					($979,920.12)	$1,269,131.46	San Ysidro School District	DO-0001222026	Clear Exp Susp 10.31.23 COPS F
10-31-2023					($1,132,745.50)	$136,385.96	San Ysidro School District	DO-0001222026	Clear Exp Susp 10.31.23 COPS F
11-14-2023		$240,389.99				$376,775.95		FA-0001215589	Tax Apport #4-Investment Fds
12-12-2023		$188,916.08				$565,692.03		FA-0001225268	Tax Apport #5-Investment Fds
12-28-2023	$7,598.33					$573,290.36		FA-0001228076	Interest 1Q-2nd distribution
01-09-2024	$2,725.58					$576,015.94		FA-0001230644	Interest 1Q-3rd distribution
01-16-2024		$911,513.39				$1,487,529.33		FA-0001231431	Tax Apport #6-Investment Fds
01-23-2024	$335.94					$1,487,865.27		FA-0001233587	Interest 2Q-1st distribution
02-13-2024		$33,537.33				$1,521,402.60		FA-0001240951	Tax Apport #7-Investment Fds
03-19-2024		$40,833.92				$1,562,236.52		FA-0001253608	Tax Apport #8-Investment Fds
03-25-2024	$1,993.96					$1,564,230.48		FA-0001256977	Interest 2Q-2nd distribution
04-16-2024		$1,159,665.79				$2,723,896.27		FA-0001262577	Tax Apport #9-Investment Fds
04-18-2024	$950.33					$2,724,846.60		FA-0001263507	Interest 2Q-3rd distribution
04-22-2024	$359.64					$2,725,206.24		FA-0001264804	Interest 3Q-1st distribution
05-14-2024		$22,793.94				$2,748,000.18		FA-0001272107	Tax Apport #10-Investment Fds
	$14,898.06	$2,703,102.12	$0.00	$0.00	($2,112,665.62)	$605,334.56			DATE RANGE BALANCE
Subfund Total	**$163,294.99**	**$22,712,687.18**	**$3,000,000.00**	**$0.00**	**($23,127,981.99)**	**$2,748,000.18**	**Total for Fund 49.3:9010 (CFD #3) - Acquisition Fund**		

Subfund: Fund 49.3:9999 (CFD #3) - Suspense

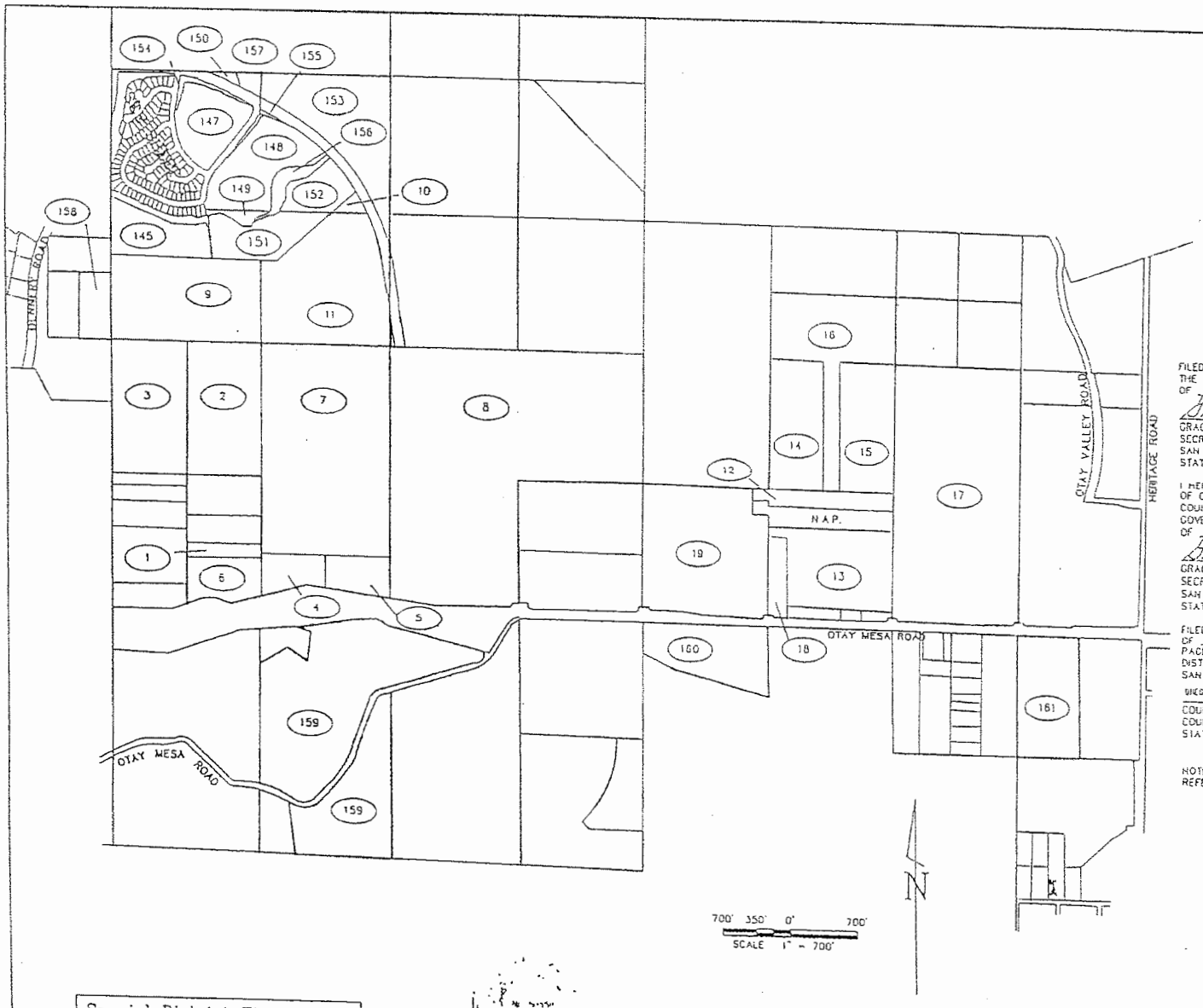
Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
07-01-2023	($5,025.17)	$5,025.17	$0.00	$0.00	$0.00	$0.00			BEGINNING BALANCE
07-21-2023		$5,737.71				$5,737.71		FA-0001168407	Interest 4Q-1st distribution
08-21-2023				($2,112,665.62)		($2,106,927.91)		FA-0001195919	Wire Payment 08/21/2023 - Orac
09-29-2023		$9,464.88				($2,097,463.03)		FA-0001200515	Interest 4Q-2nd distribution
10-02-2023		$1,000.83				($2,096,462.20)		FA-0001201673	Interest 4Q-3rd distribution

Subfund: Fund 49.3:9999 (CFD #3) - Suspense

Date	Interest	Deposits	Transfers In	Transfers Out	Expenditures	Balance	Payee	Reference	Description
10-31-2023				$2,112,665.62		$16,203.42		DO-0001222026	Clear Exp Susp 10.31.23 COPS F
02-29-2024				($1,320,106.95)		($1,303,903.53)		FA-0001253623	Payables A 3575500 183381062|2
	$0.00	$16,203.42	$0.00	($1,320,106.95)	$0.00	($1,303,903.53)			DATE RANGE BALANCE
Subfund Total	**($5,025.17)**	**$21,228.59**	**$0.00**	**($1,320,106.95)**	**$0.00**	**($1,303,903.53)**	**Total for Fund 49.3:9999 (CFD #3) - Suspense**		
Fund Total	**$158,269.82**	**$22,733,915.77**	**$3,000,000.00**	**($1,320,106.95)**	**($23,127,981.99)**	**$1,444,096.65**	**Total for Fund 49:03**		
Grand Total	**$158,269.82**	**$22,733,915.77**	**$3,000,000.00**	**($1,320,106.95)**	**($23,127,981.99)**	**$1,444,096.65**	**Grand Total for Selected Funds/SubFunds**		

Exhibit E

CFD Boundary Map



FILED IN THE OFFICE OF THE SECRETARY OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT THIS 16th DAY OF July, 1998.

Grace A. Kojima

GRACE A. KOJIMA
SECRETARY OF THE GOVERNING BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 3, SAN YSIDRO SCHOOL DISTRICT, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE GOVERNING BOARD AT A MEETING THEREOF, HELD ON THE 16th DAY OF July, 1998, BY ITS RESOLUTION NO. 98-3403.

Grace A. Kojima

GRACE A. KOJIMA
SECRETARY OF THE BOARD
SAN YSIDRO SCHOOL DISTRICT
STATE OF CALIFORNIA

FILED THIS 28th DAY OF July, 1998, AT THE HOUR OF 3:50 O'CLOCK P M. IN BOOK 32 AND PAGE 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

GREGORY J. SMITH, Assistant/County Clerk By: Judy Foote
DEPUTY

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

NOTE: FOR PARTICULARS OF LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE SAN DIEGO COUNTY ASSESSOR PARCEL MAPS.

Special District Financing & Administration
16980 Via Tazon, Suite 190
San Diego, California 92127
Tel:(619)676-3683 Fax:(619)676-3686

(98-077) JULY 1998

Christopher R. Worel
R.C.E. 50558

LEGEND

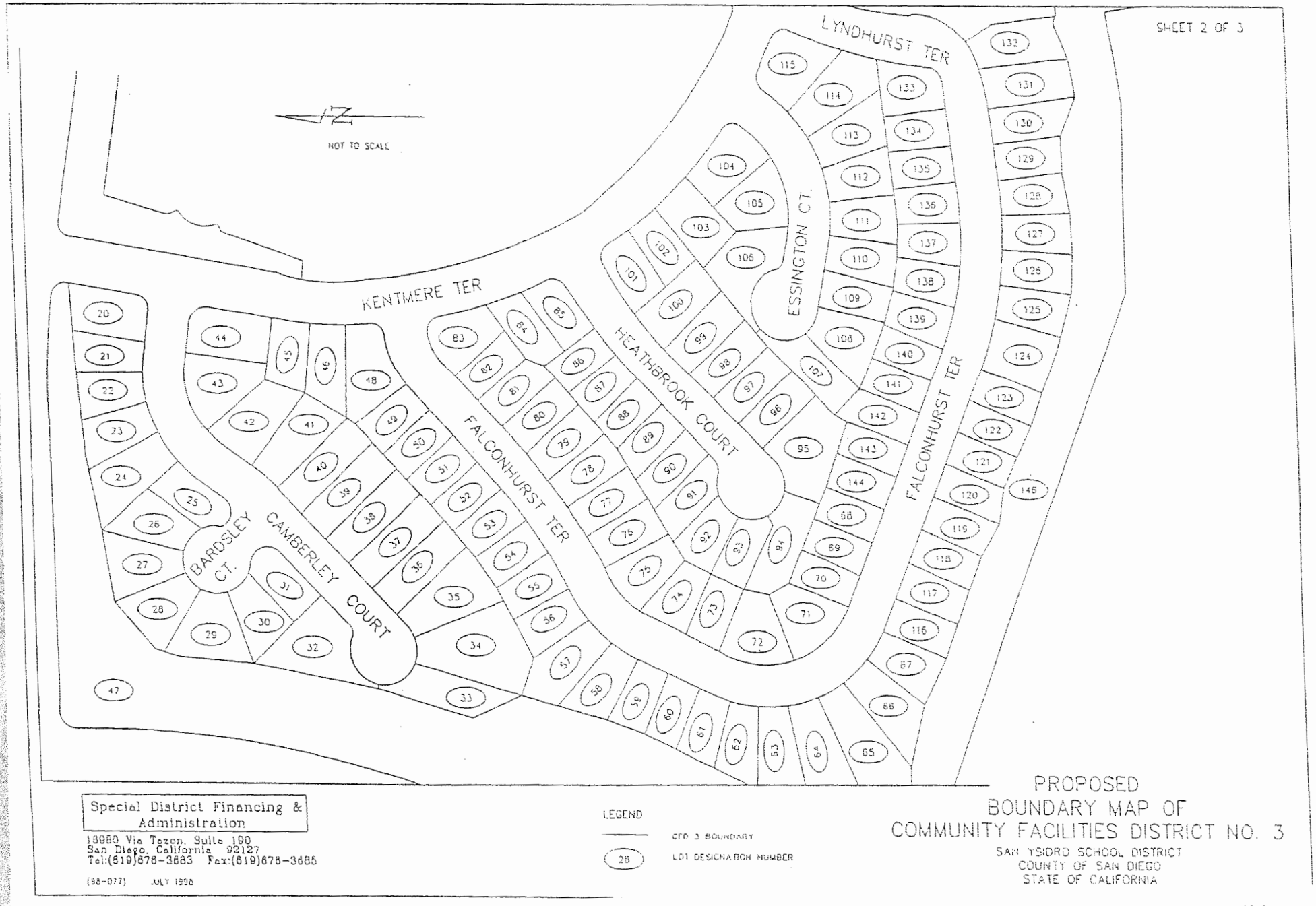
CFD 3 BOUNDARY

1 LOT DESIGNATION NUMBER

N.A.P. = NOT A PART OF CFD NO 3

PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



Special District Financing & Administration
10080 Via Tazon, Suite 190
San Diego, California 92127
Tel:(619)676-3683 Fax:(619)676-3685

(98-077) JULY 1998

LEGEND

CFD 3 BOUNDARY

(25) LOT DESIGNATION NUMBER

PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

LOT DES NO.	ASSESSOR'S PARCEL NO
1	645-040-16-00
2	645-040-19-00
3	645-040-20-00
4	645-040-28-00
5	645-040-33-00
6	645-040-35-00
7	645-040-37-00
8	645-040-39-00
9	645-041-12-00
10	645-041-13-00
11	645-041-14-00
12	645-050-15-00
13	645-050-17-00
14	645-050-26-00
15	645-050-27-00
16	645-050-28-00
17	645-050-40-00
18	645-050-41-00
19	645-050-42-00
20	645-110-01-00
21	645-110-02-00
22	645-110-03-00
23	645-110-04-00
24	645-110-05-00
25	645-110-06-00
26	645-110-07-00
27	645-110-08-00
28	645-110-09-00
29	645-110-10-00
30	645-110-11-00
31	645-110-12-00
32	645-110-13-00
33	645-110-14-00
34	645-110-15-00
35	645-110-16-00
36	645-110-17-00
37	645-110-18-00
38	645-110-19-00
39	645-110-20-00
40	645-110-21-00

LOT DES NO.	ASSESSOR'S PARCEL NO.
41	645-110-22-00
42	645-110-23-00
43	645-110-24-00
44	645-110-25-00
45	645-110-26-00
46	645-110-27-00
47	645-110-28-00
48	645-111-01-00
49	645-111-02-00
50	645-111-03-00
51	645-111-04-00
52	645-111-05-00
53	645-111-06-00
54	645-111-07-00
55	645-111-08-00
56	645-111-09-00
57	645-111-10-00
58	645-111-11-00
59	645-111-12-00
60	645-111-13-00
61	645-111-14-00
62	645-111-15-00
63	645-111-16-00
64	645-111-17-00
65	645-111-18-00
66	645-111-19-00
67	645-111-20-00
68	645-111-21-00
69	645-111-22-00
70	645-111-23-00
71	645-111-24-00
72	645-111-25-00
73	645-111-26-00
74	645-111-27-00
75	645-111-28-00
76	645-111-29-00
77	645-111-30-00
78	645-111-31-00
79	645-111-32-00
80	645-111-33-00

LOT DES NO	ASSESSOR'S PARCEL NO
81	645-111-34-00
82	645-111-35-00
83	645-111-36-00
84	645-111-37-00
85	645-111-38-00
86	645-111-39-00
87	645-111-40-00
88	645-111-41-00
89	645-111-42-00
90	645-111-43-00
91	645-111-44-00
92	645-111-45-00
93	645-111-46-00
94	645-111-47-00
95	645-111-48-00
96	645-111-49-00
97	645-111-50-00
98	645-111-51-00
99	645-111-52-00
100	645-111-53-00
101	645-111-54-00
102	645-111-55-00
103	645-111-56-00
104	645-111-57-00
105	645-111-58-00
106	645-111-59-00
107	645-111-60-00
108	645-111-61-00
109	645-111-62-00
110	645-111-63-00
111	645-111-64-00
112	645-111-65-00
113	645-111-66-00
114	645-111-67-00
115	645-111-68-00
116	645-112-01-00
117	645-112-02-00
118	645-112-03-00
119	645-112-04-00
120	645-112-05-00

LOT DES. NO.	ASSESSOR'S PARCEL NO
121	645-112-06-00
122	645-112-07-00
123	645-112-08-00
124	645-112-09-00
125	645-112-10-00
126	645-112-11-00
127	645-112-12-00
128	645-112-13-00
129	645-112-14-00
130	645-112-15-00
131	645-112-16-00
132	645-112-17-00
133	645-112-18-00
134	645-112-19-00
135	645-112-20-00
136	645-112-21-00
137	645-112-22-00
138	645-112-23-00
139	645-112-24-00
140	645-112-25-00
141	645-112-26-00
142	645-112-27-00
143	645-112-28-00
144	645-112-29-00
145	645-112-30-00
146	645-112-31-00
147	645-113-01-00
148	645-113-02-00
149	645-113-03-00
150	645-113-04-00
151	645-113-05-00
152	645-113-06-00
153	645-113-07-00
154	645-113-08-00
155	645-113-09-00
156	645-113-10-00
157	645-113-11-00
158	631-041-08-00
159	645-060-22-00
160	645-080-15-00
161	645-090-37-00

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(98-077) JULY 1998

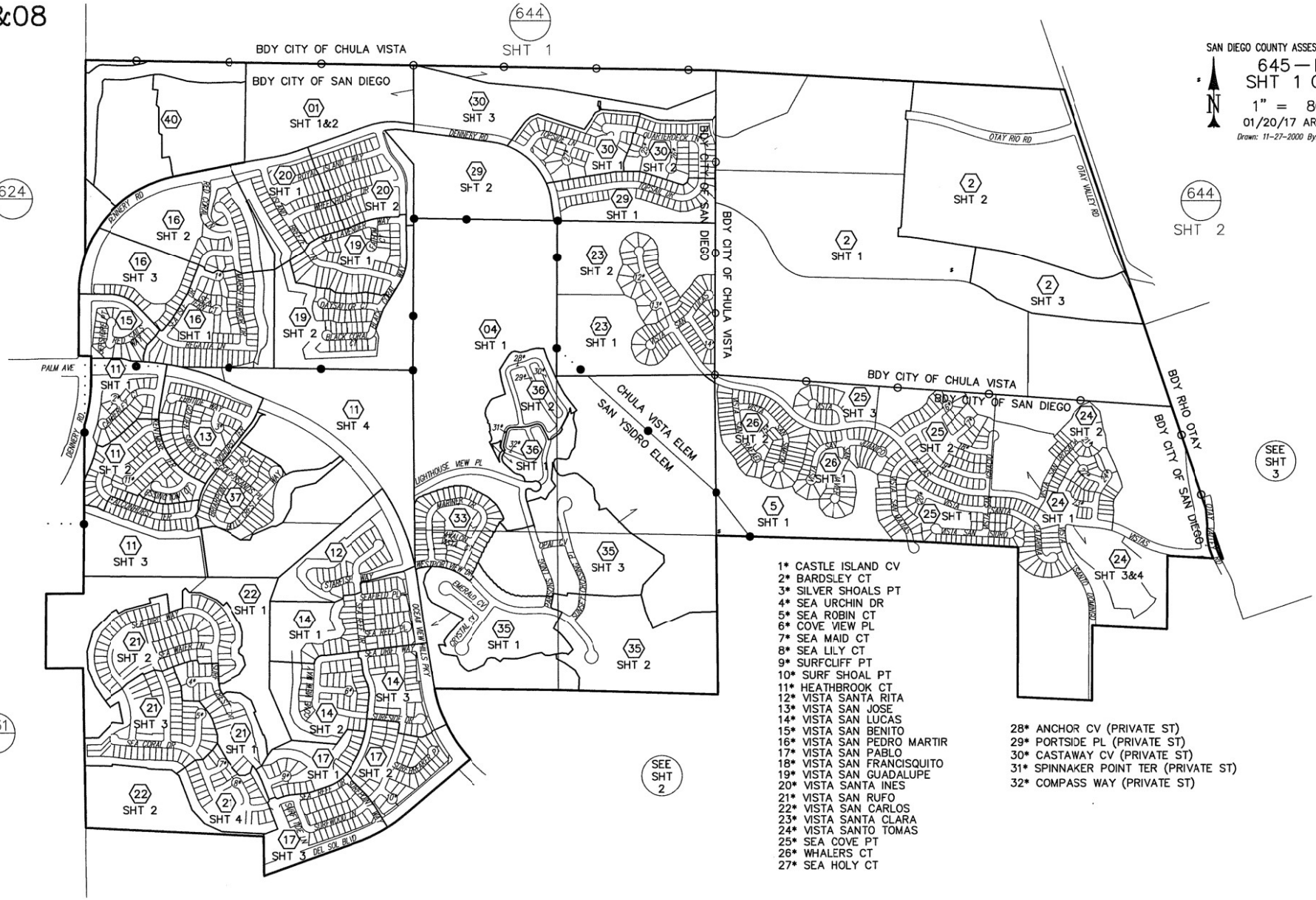
PROPOSED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 3

SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

Exhibit F

Assessor's Parcel Maps

01&08

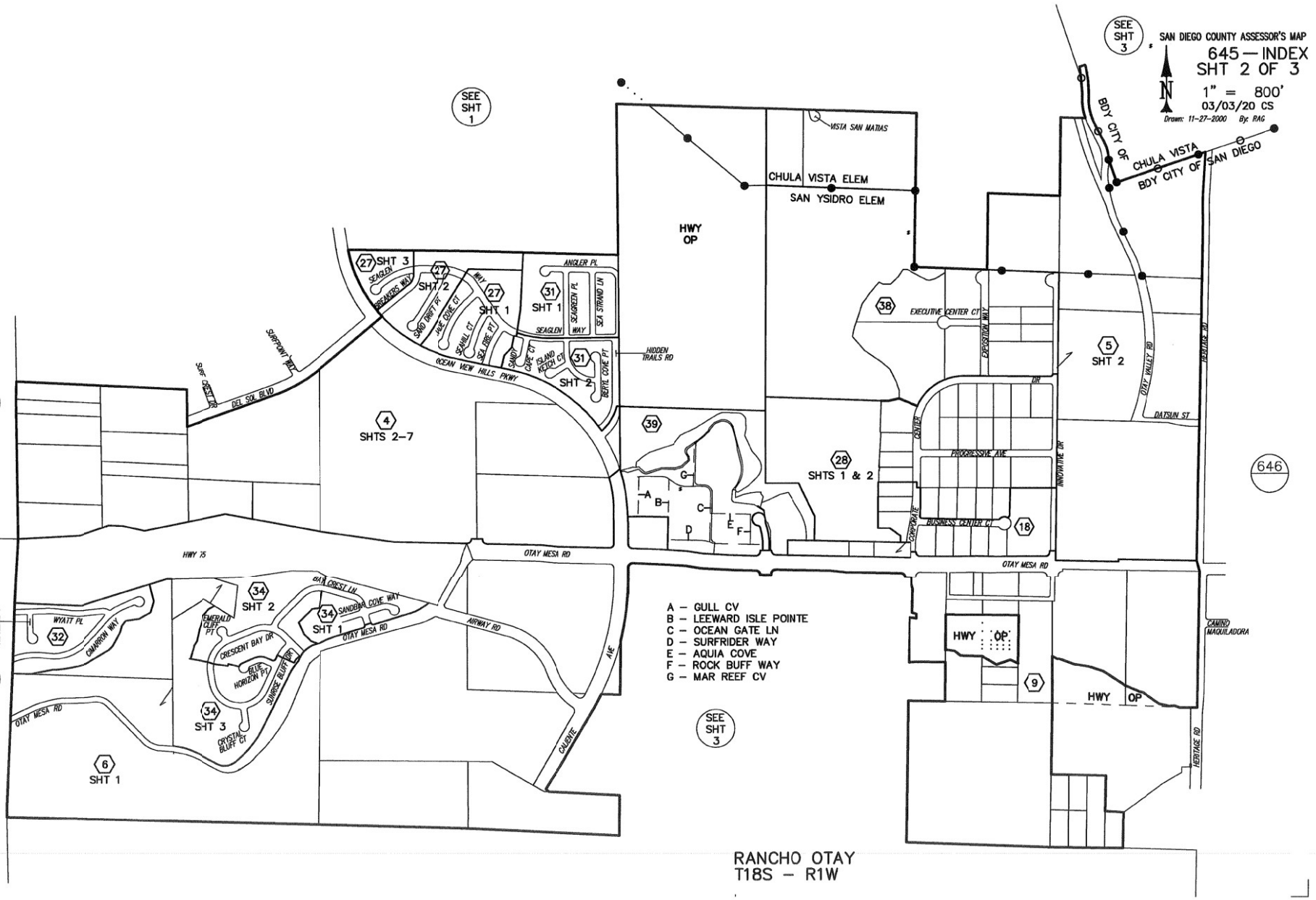


RANCHO OTAY
T18S – R1W

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



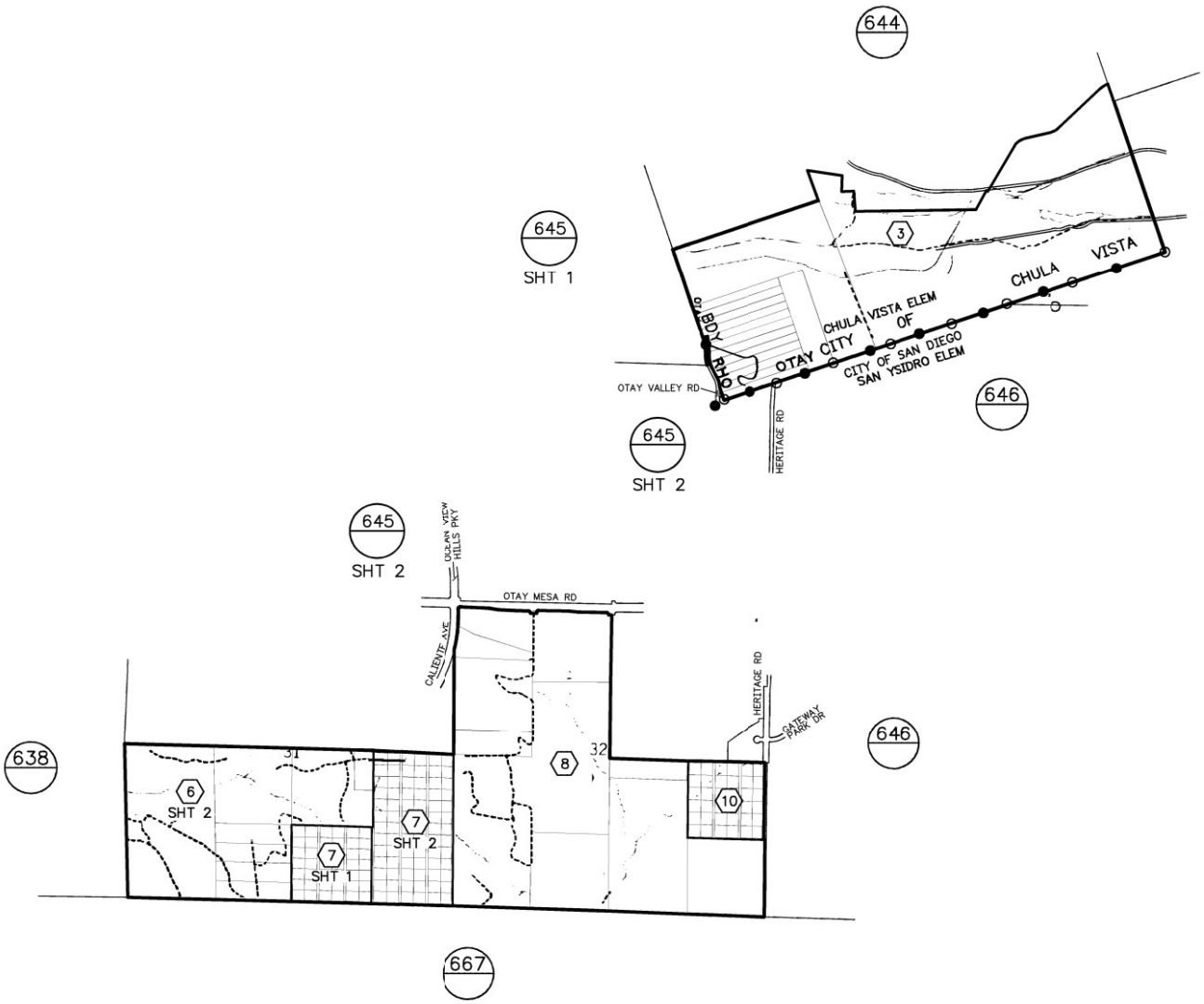
01&08

76 C #10054

645–INDEX
SHT 3 OF 3

7/21/2008 AJR

1"=2000'

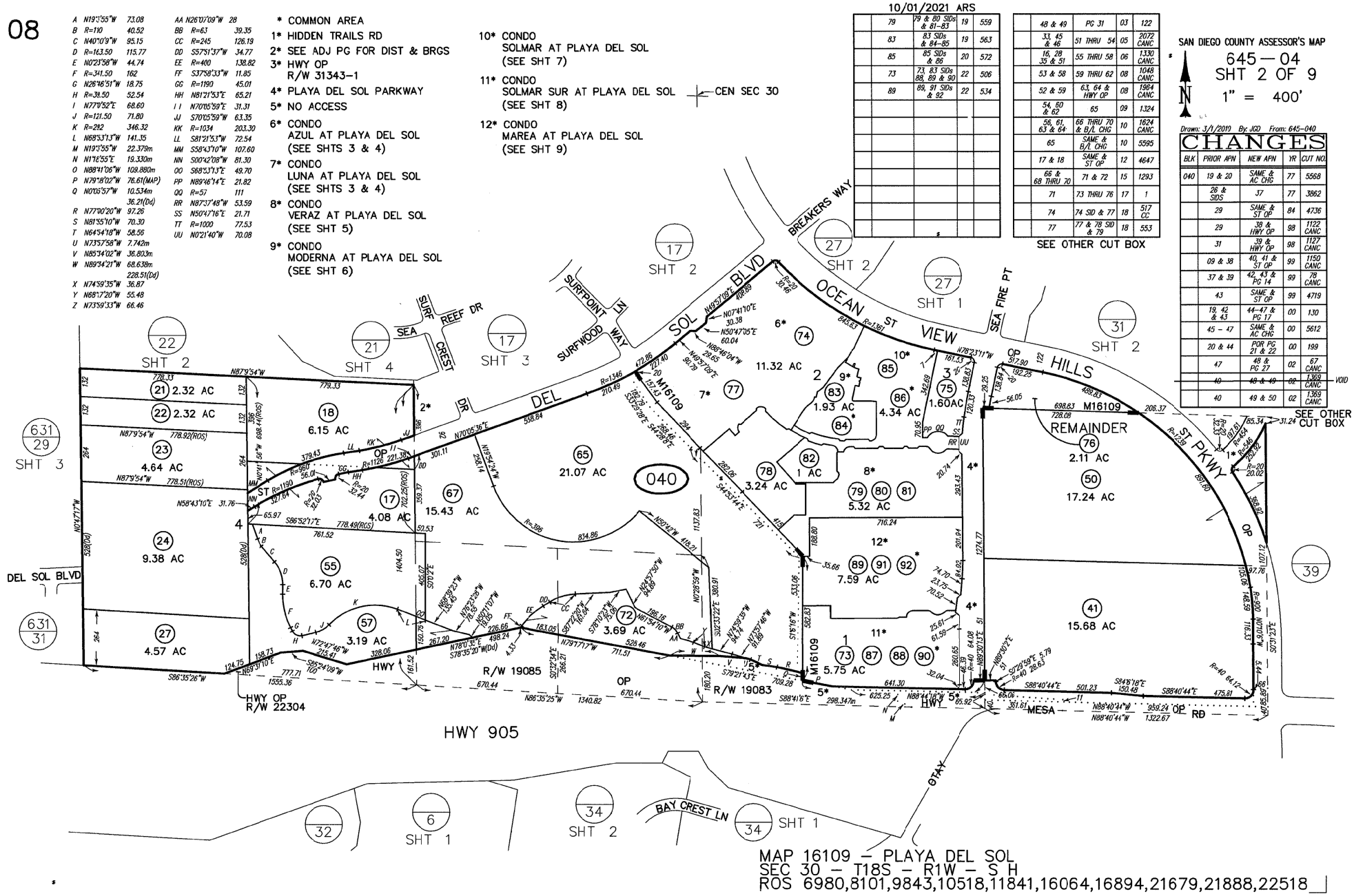


J.A. 7-3-75

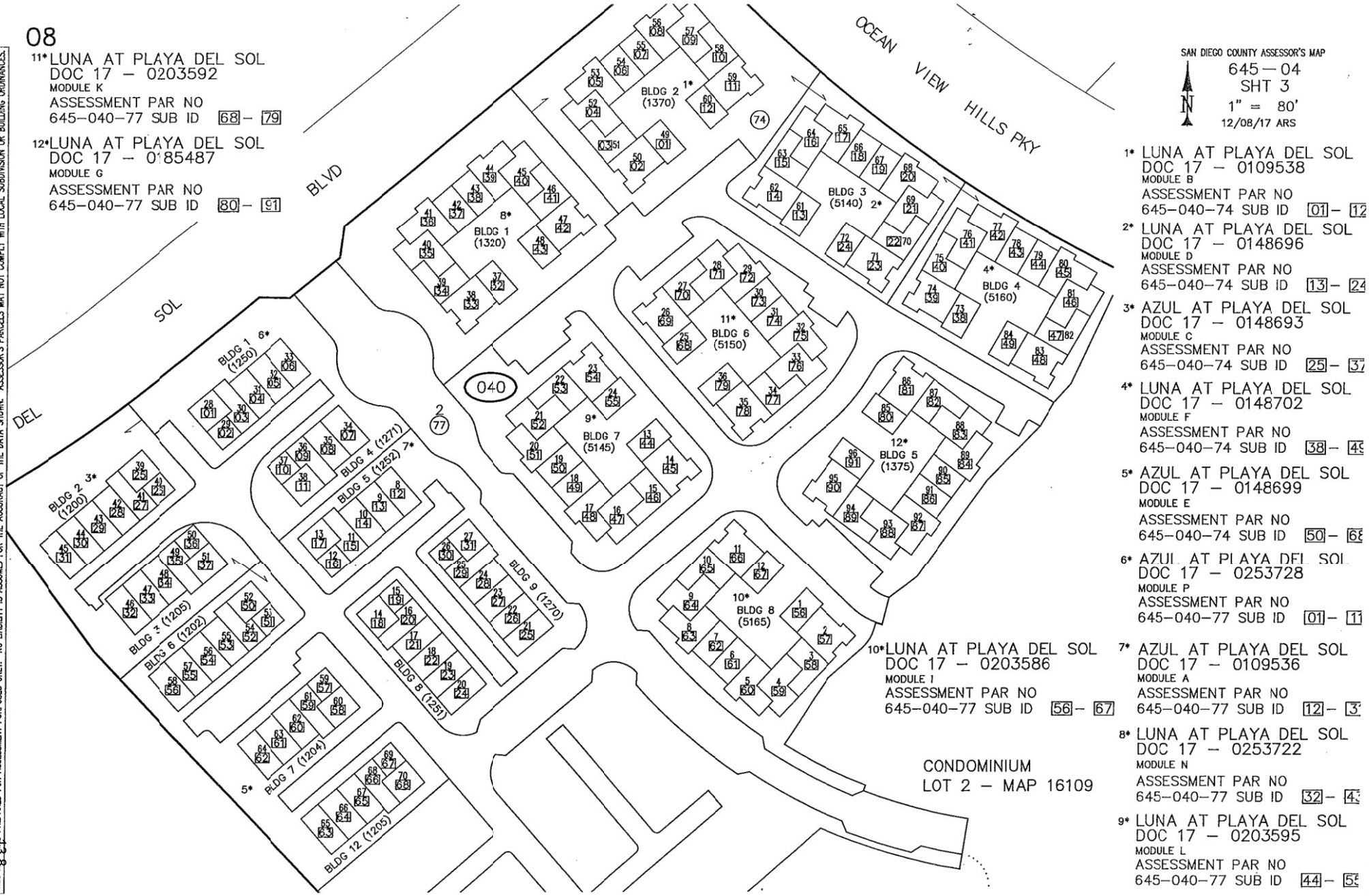
13.8 SAN DIEGO COUNTY
ASSESSOR'S MAP
BOOK 645 INDEX SHT 3 OF 3

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

RANCHO OTAY
T–18S–R1W

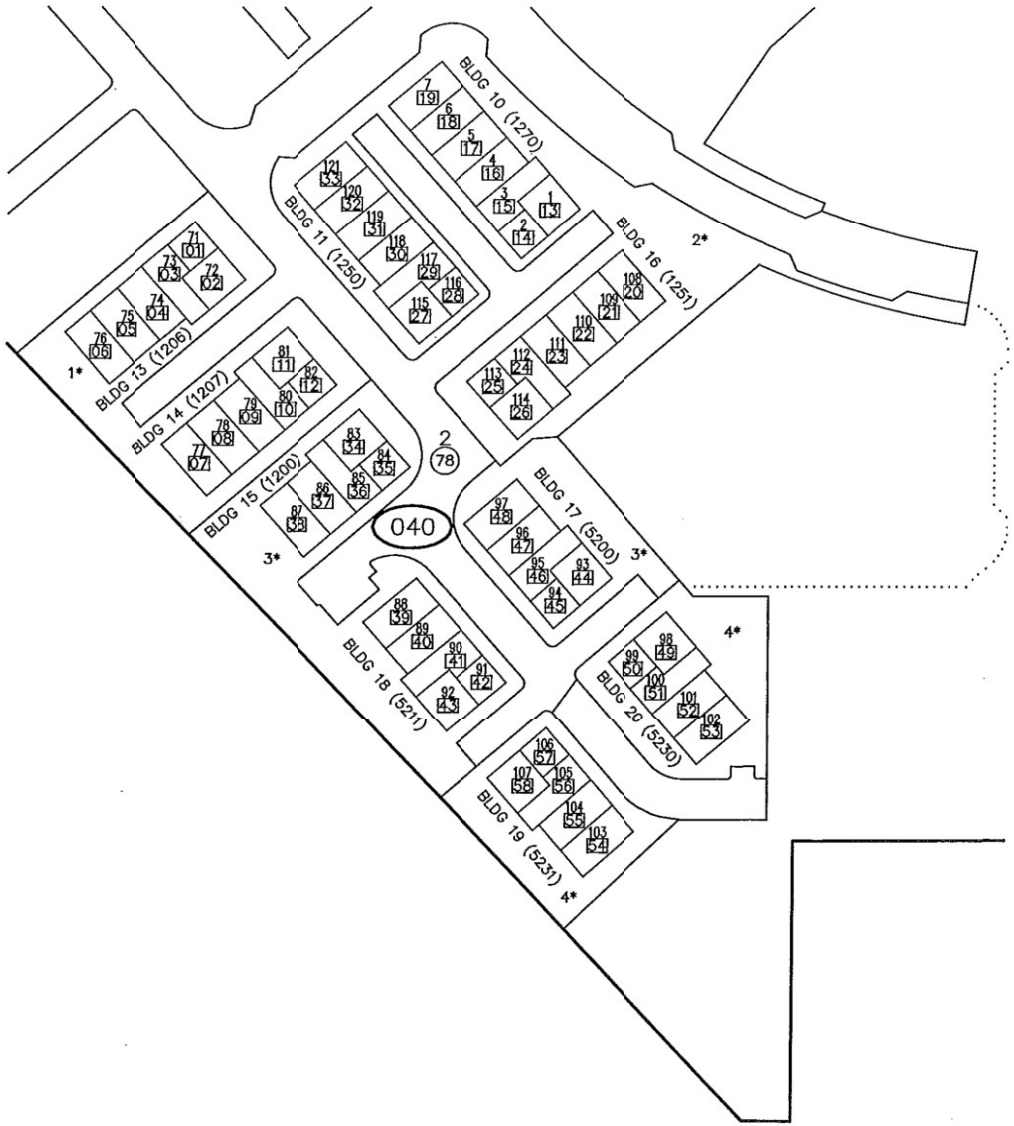


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 4
1" = 80'
12/08/17 ARS

1* AZUL AT PLAYA DEL SOL
DOC 17 – 0185484
MODULE H
ASSESSMENT PAR NO
645–040–78 SUB ID [01]– [12]

2* AZUL AT PLAYA DEL SOL
DOC 17 – 0203589
MODULE J
ASSESSMENT PAR NO
645–040–78 SUB ID [13]– [33]

3* AZUL AT PLAYA DEL SOL
DOC 17 – 0253719
MODULE M
ASSESSMENT PAR NO
645–040–78 SUB ID [34]– [48]

4* AZUL AT PLAYA DEL SOL
DOC 17 – 0253725
MODULE O
ASSESSMENT PAR NO
645–040–78 SUB ID [49]– [58]

CONDOMINIUM
LOT 2 – MAP 16109

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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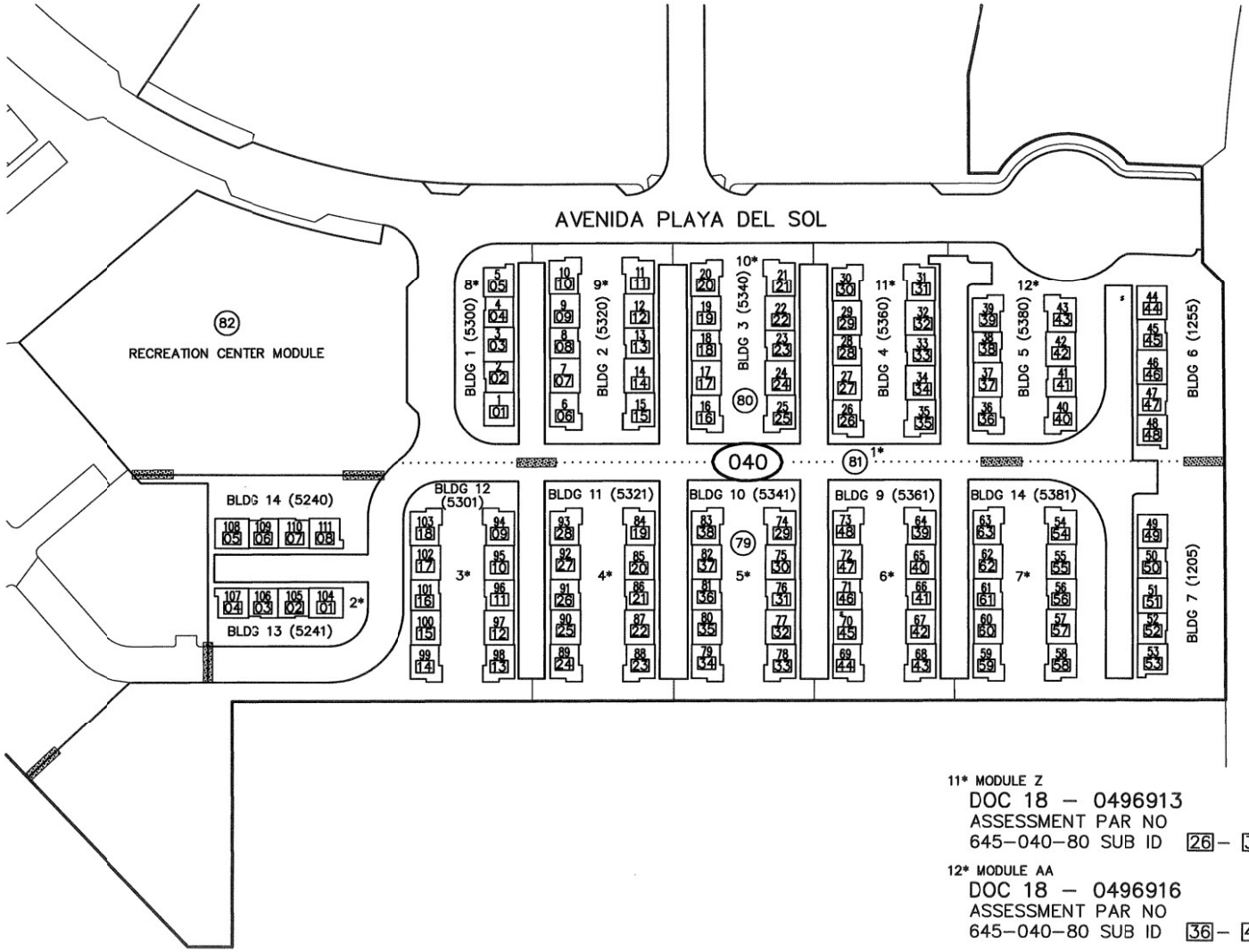

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 5
1" = 80'
04/05/19 ARS

VERAZ AT PLAYA DEL SOL
LOT 2 – MAP 16160

1* COMMON AREA

2* MODULE CC
DOC 18 – 0498174
ASSESSMENT PAR NO
645–040–79 SUB ID [01]– [08]

3* MODULE Q
DOC 18 – 0436760
ASSESSMENT PAR NO
645–040–79 SUB ID [09]– [18]

4* MODULE S
DOC 18 – 0436764
ASSESSMENT PAR NO
645–040–79 SUB ID [19]– [28]

5* MODULE W
DOC 18 – 0436767
ASSESSMENT PAR NO
645–040–79 SUB ID [29]– [38]

6* MODULE Y
DOC 18 – 0496910
ASSESSMENT PAR NO
645–040–79 SUB ID [39]– [48]

7* MODULE BB
DOC 18 – 0496919
ASSESSMENT PAR NO
645–040–79 SUB ID [49]– [63]

8* MODULE EE
DOC 18 – 0498180
ASSESSMENT PAR NO
645–040–80 SUB ID [01]– [05]

9* MODULE DD
DOC 18 – 0498177
ASSESSMENT PAR NO
645–040–80 SUB ID [06]– [15]

10* MODULE X
DOC 18 – 0496907
ASSESSMENT PAR NO
645–040–80 SUB ID [16]– [25]

11* MODULE Z
DOC 18 – 0496913
ASSESSMENT PAR NO
645–040–80 SUB ID [26]– [35]

12* MODULE AA
DOC 18 – 0496916
ASSESSMENT PAR NO
645–040–80 SUB ID [36]– [48]

CONDOMINIUM

08

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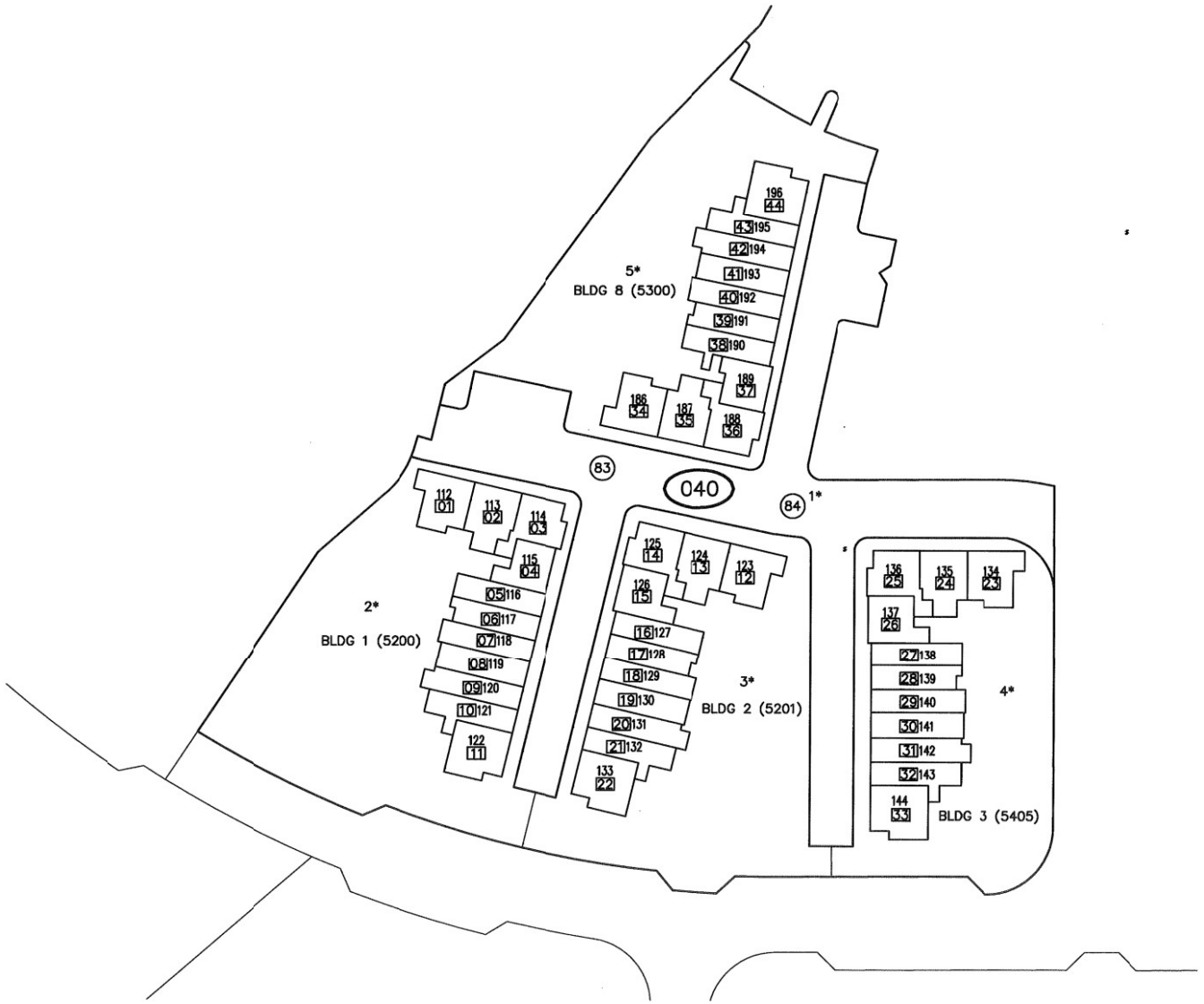
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 6
1" = 50'
04/18/19 ARS



MODERNA AT PLAYA DEL SOL
LOT 2 – MAP 16160

1* COMMON AREA

2* MODULE R
DOC 18 – 0436751
ASSESSMENT PAR NO
645–040–83 SUB ID 01 – 11

3* MODULE U
DOC 18 – 0436757
ASSESSMENT PAR NO
645–040–83 SUB ID 12 – 22

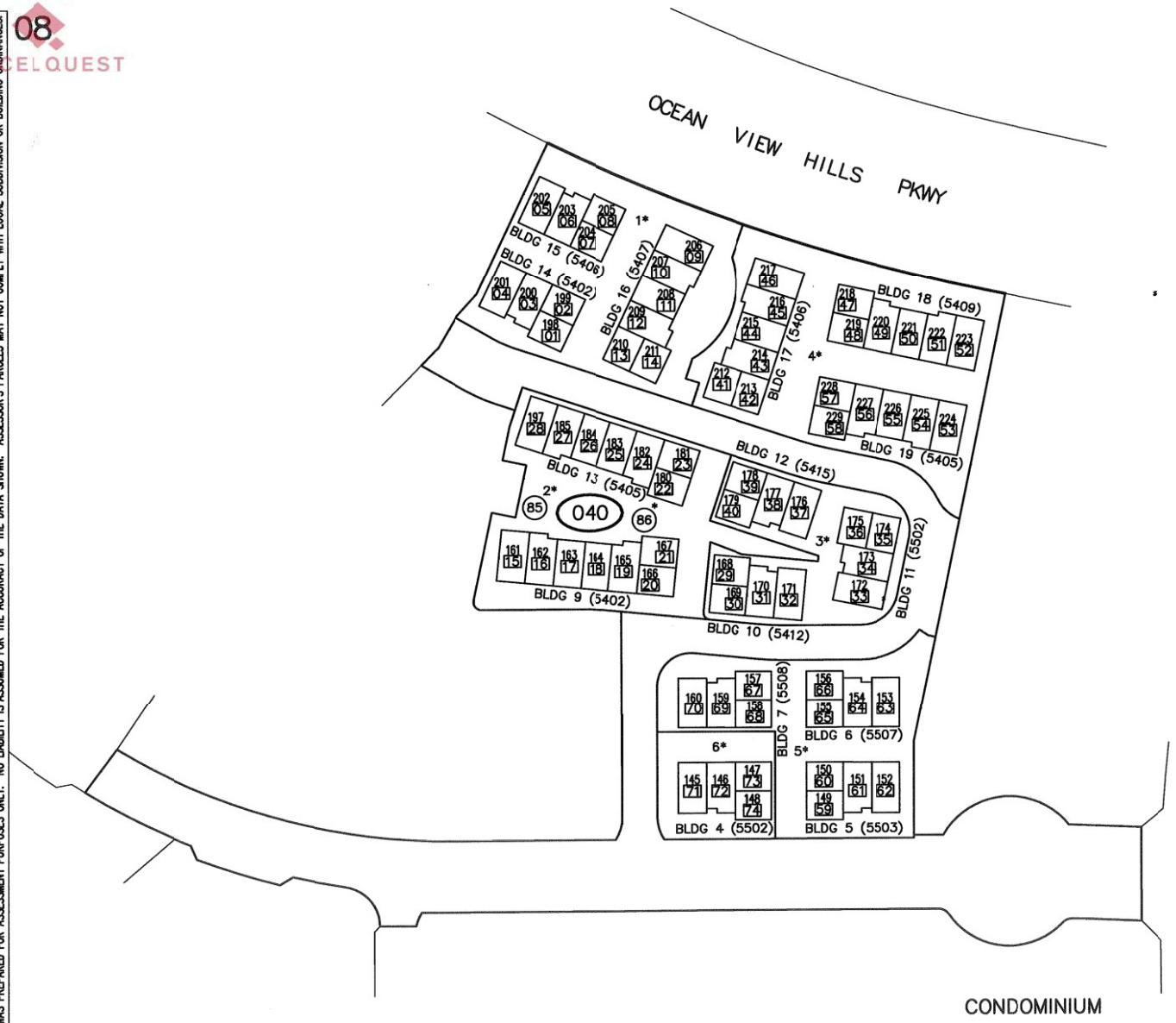
4* MODULE V
DOC 18 – 0495505
ASSESSMENT PAR NO
645–040–83 SUB ID 23 – 33

5* MODULE T
DOC 18 – 0436754
ASSESSMENT PAR NO
645–040–83 SUB ID 34 – 44

Provided by:
08
PARCELQUEST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 7
1" = 80'
N
Drawn: 02/21/2020 By: SORIANO



SOLMAR AT PLAYA DEL SOL
LOT 2 — MAP 16109

* COMMON AREA

1* MODULE FF
DOC 19 — 0279719
ASSESSMENT PAR NO
645-040-85 SUB ID 01 — 14

2* MODULE GG
DOC 19 — 0279720
ASSESSMENT PAR NO
645-040-85 SUB ID 15 — 28

3* MODULE HH
DOC 19 — 0279721
ASSESSMENT PAR NO
645-040-85 SUB ID 29 — 40

4* MODULE II
DOC 19 — 0279722
ASSESSMENT PAR NO
645-040-85 SUB ID 41 — 58

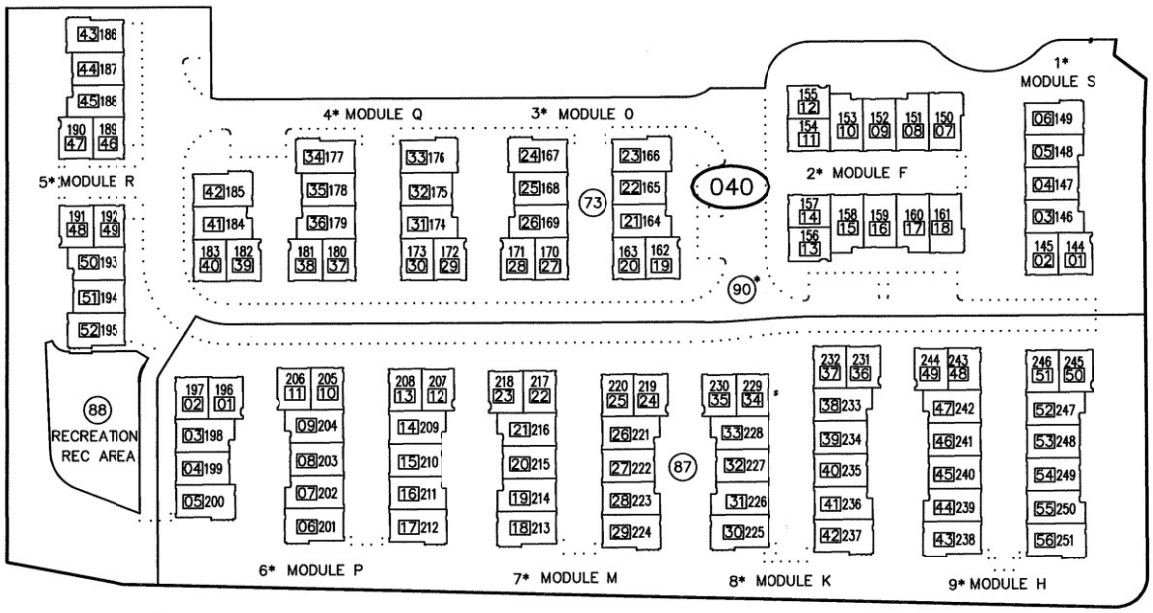
5* MODULE JJ
DOC 19 — 0279723
ASSESSMENT PAR NO
645-040-85 SUB ID 59 — 70

6* MODULE KK
DOC 19 — 0279724
ASSESSMENT PAR NO
645-040-85 SUB ID 71 — 74

Provided by:
PARCELQUEST

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 8
1" = 80'
Drawn: 07/06/2021 By: ARS



CONDOMINIUM

SOLMAR AT PLAYA DEL SOL
MODULES F,H,K,M,O,P,Q,R,S
LOT 1, MAP 16233

* COMMON AREA

1* MODULE S
DOC 2020 – 0171957
ASSESSMENT PAR NO
645–040–73 SUB ID 01 – 06

2* MODULE F
DOC 2020 – 0179610
ASSESSMENT PAR NO
645–040–73 SUB ID 07 – 18

3* MODULE O
DOC 2020 – 0244169
ASSESSMENT PAR NO
645–040–73 SUB ID 19 – 28

4* MODULE Q
DOC 2020 – 0244175
ASSESSMENT PAR NO
645–040–73 SUB ID 29 – 38

5* MODULE R
DOC 2020 – 0257287
ASSESSMENT PAR NO
645–040–73 SUB ID 39 – 52

6* MODULE P
DOC 2020 – 0244172
ASSESSMENT PAR NO
645–040–87 SUB ID 01 – 17

7* MODULE M
DOC 2020 – 0244166
ASSESSMENT PAR NO
645–040–87 SUB ID 18 – 29

8* MODULE K
DOC 2020 – 0179613
ASSESSMENT PAR NO
645–040–87 SUB ID 30 – 42

9* MODULE H
DOC 2020 – 0183922
ASSESSMENT PAR NO
645–040–87 SUB ID 43 – 56

Provided by:
PARCELQUEST

08

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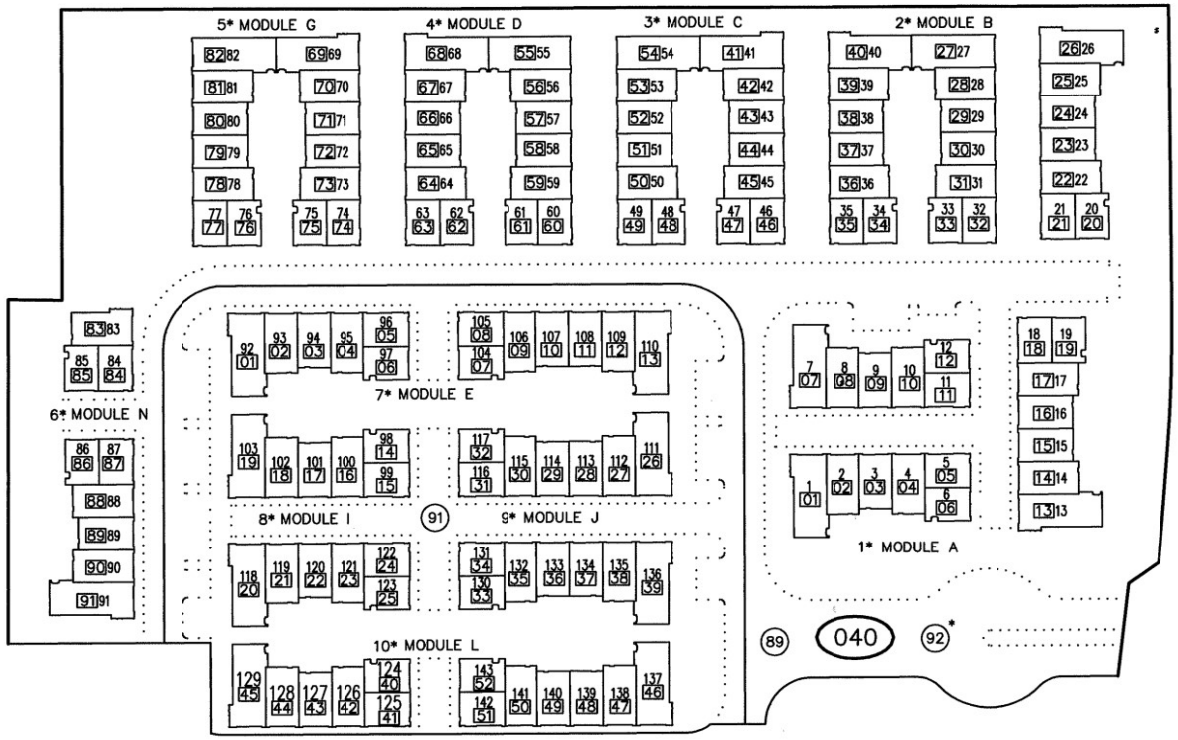
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 04
SHT 9
1" = 80'
Drawn: 08/18/2021 By: ARS



CONDOMINIUM

MAREA AT PLAYA DEL SOL
MODULES A, B, C, D, G, E, I, J, L, N
LOT 1, MAP 16109

* COMMON AREA

1* MODULE A
DOC 2020 – 0162481
ASSESSMENT PAR NO
645–040–89 SUB ID [01] – [19]

2* MODULE B
DOC 2020 – 0179601
ASSESSMENT PAR NO
645–040–89 SUB ID [20] – [40]

3* MODULE C
DOC 2020 – 0179604
ASSESSMENT PAR NO
645–040–89 SUB ID [41] – [54]

4* MODULE D
DOC 2020 – 0179607
ASSESSMENT PAR NO
645–040–89 SUB ID [55] – [68]

5* MODULE G
DOC 2020 – 0244065
ASSESSMENT PAR NO
645–040–89 SUB ID [69] – [82]

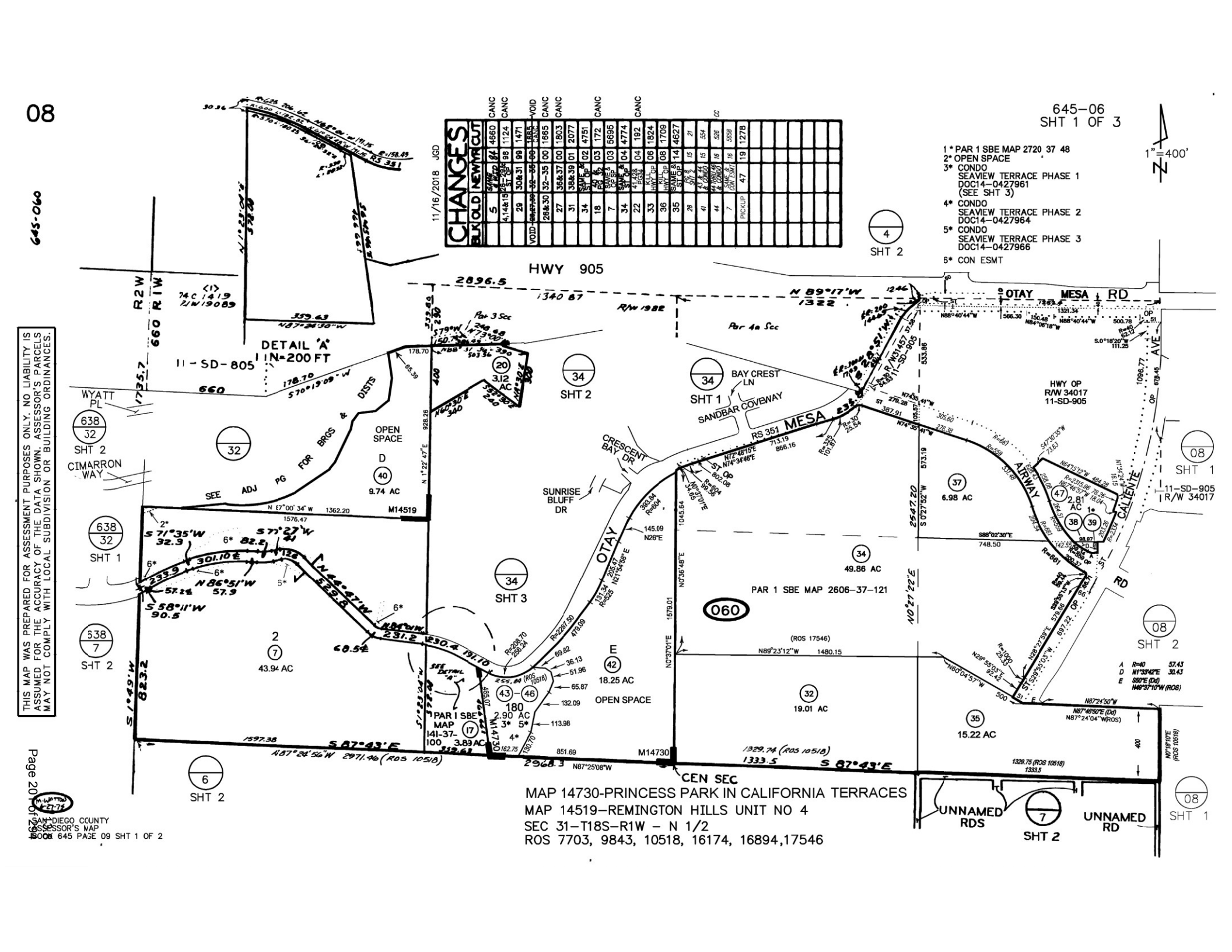
6* MODULE N
DOC 2020 – 0257293
ASSESSMENT PAR NO
645–040–89 SUB ID [83] – [91]

7* MODULE E
DOC 2020 – 0244062
ASSESSMENT PAR NO
645–040–91 SUB ID [01] – [13]

8* MODULE I
DOC 2020 – 0244068
ASSESSMENT PAR NO
645–040–91 SUB ID [14] – [25]

9* MODULE J
DOC 2020 – 0244071
ASSESSMENT PAR NO
645–040–91 SUB ID [26] – [39]

10* MODULE L
DOC 2020 – 0257290
ASSESSMENT PAR NO
645–040–91 SUB ID [40] – [52]


08
645-060
645-06
SHT 1 OF 3
1"=400'
CHANGES
11/16/2018 JGD
1 * PAR 1 SBE MAP 2720 37 48
2* OPEN SPACE
3* CONDO SEAVIEW TERRACE PHASE 1 DOC14-0427961 (SEE SHT 3)
4* CONDO SEAVIEW TERRACE PHASE 2 DOC14-0427964
5* CONDO SEAVIEW TERRACE PHASE 3 DOC14-0427966
6* CON ESMT
HWY 905
OTAY MESA RD
DETAIL 'A' 1"=200 FT
11-SD-805
WYATT PL
CIMARRON WAY
SANDBAR COVEWAY
BAY CREST LN
CRESCENT BAY DR
SUNRISE BLUFF DR
OTAY MESA RD
AIRWAY
CALIENTE
HWY OP R/W 34017 11-SD-905
11-SD-905 R/W 34017
OPEN SPACE
9.74 AC
43.94 AC
3.12 AC
6.98 AC
2.81 AC
49.86 AC
19.01 AC
15.22 AC
18.25 AC
2.90 AC
3.89 AC
PAR 1 SBE MAP 2606-37-121
PAR 1 SBE MAP 141-37-100
(ROS 17546)
(ROS 10518)
M14519
M14730
CEN SEC
MAP 14730-PRINCESS PARK IN CALIFORNIA TERRACES
MAP 14519-REMINGTON HILLS UNIT NO 4
SEC 31-T18S-R1W - N 1/2
ROS 7703, 9843, 10518, 16174, 16894,17546
UNNAMED RDS
UNNAMED RD
SHT 1
SHT 2
SHT 3
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 645 PAGE 09 SHT 1 OF 2
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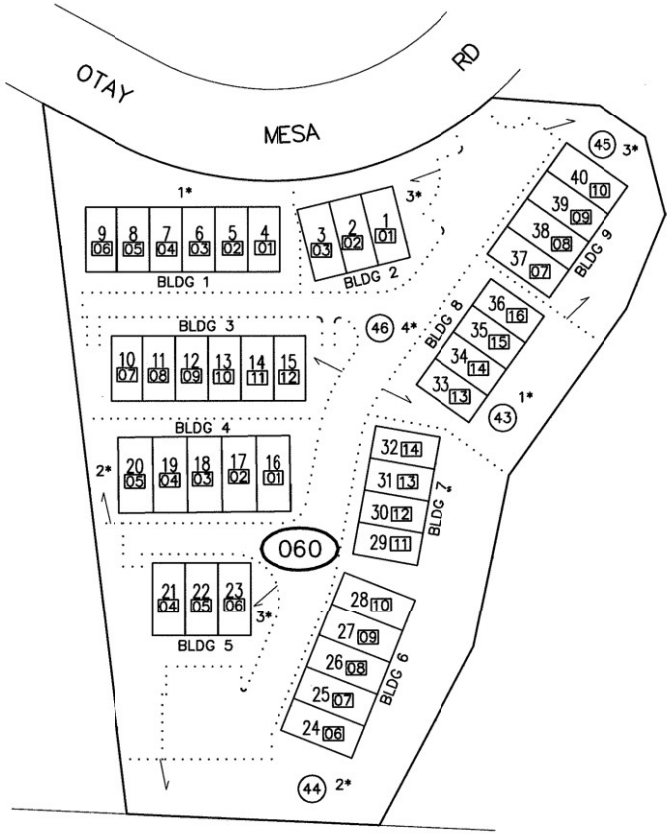
08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 06
SHT 3
1" = 80'
11/16/15 JMA
Drawn: 02/05/15 By: JG



1* SEAVIEW TERRACE PHASE 1
DOC 14 – 0427961
LOT 180, MAP 14730

ASSESSMENT PAR NO
645–060–43 SUB ID [01] – [16]

2* SEAVIEW TERRACE PHASE 2
DOC 14 – 0427964
LOT 180, MAP 14730

ASSESSMENT PAR NO
645–060–44 SUB ID [01] – [14]

3* SEAVIEW TERRACE PHASE 3
DOC 14 – 0427966
LOT 180, MAP 14730

ASSESSMENT PAR NO
645–060–45 SUB ID [01] – [10]

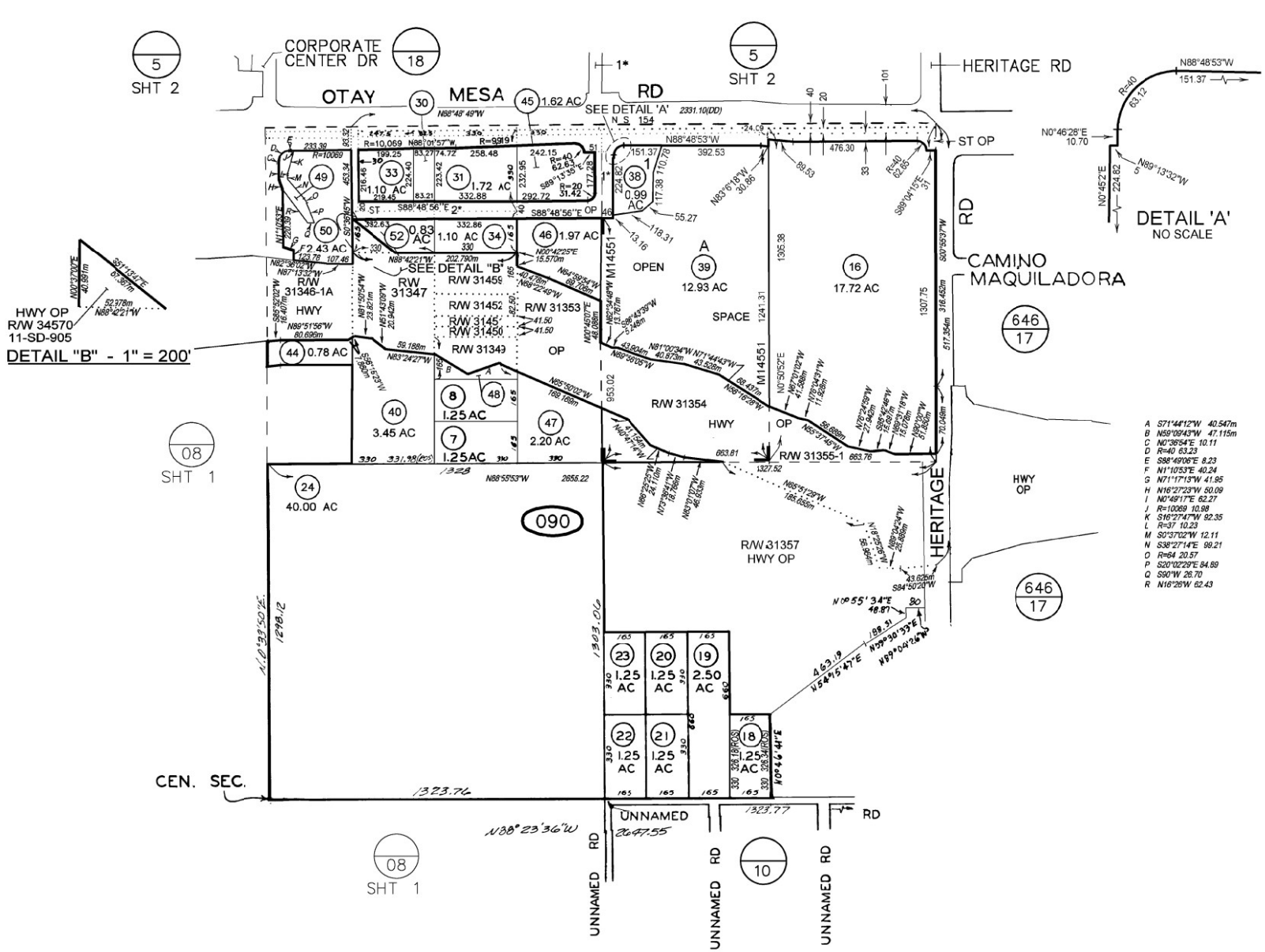
4* COMMON AREA

CONDOMINIUM

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

645-09

645-090



1" = 400'

7/9/19 AAA

CHANGES				
BLK	OLD	NEW	YR	CUT	
090	2&5	25-27	65	5342	
	3&4 & 14&25	SAME & WID	84	4659	CANC
	1	SAME & WED	84	4660	CANC
	27	SAME & WID	84	4699	CANC
	15&16	SAME & WED	84	4736	
	17	ST OP & 28	84	2478	
	28	28 & 646 17	89	118	
	3,4,14& 25-27	30-35& ST OP	98	1103	CANC
	1	36 & ST OP	98	1124	CANC
	15	37 & ST OP	98	1127	CANC
	16	SAME & ST OP	03	4801	
	37	38 & 39	04	13	
	13	KILL HWY OP	06	1620	
	39	SAME & OP SP	06	5582	
	10&11	KILL HWY OP	06	1649	
	12&29	KILL HWY OP	06	2008	
	6	40 & HWY OP	07	1096	CANC
	32	41 & HWY OP	09	1413	CANC
	16&39	SAME & HWY OP	10	4626	
	36	42-44 & HWY OP	10	1443	CANC
	41	45-47 & HWY OP	10	1444	CANC
	16&39	SAME&AC &DL CHG	10	5573	
	9	48 & HWY OP	10	1188	CANC
	42	49-51	11	1058	CANC
	35	52 & HWY OP	13	1308	CANC
	43&51	POR -080- 28&29	20	18	

1* INNOVATIVE DR
2* CAMINO MAQUILADORA

A S71°44'12"W 40.547m
B N59°09'43"W 47.115m
C N0°36'54"E 10.11
D R=40 63.23
E S88°49'06"E 8.23
F N1°10'53"E 40.24
G N71°17'13"W 41.95
H N16°27'23"W 50.09
I N0°49'17"E 62.27
J R=10069 10.98
K S16°27'47"W 92.35
L R=37 10.23
M S0°37'02"W 12.11
N S38°27'14"E 99.21
O R=64 20.57
P S20°02'29"E 84.89
Q S90°W 26.70
R N16°26'W 62.43

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP BOOK 645 PAGE 09

MAP 14551-OTAY CORPORATE CENTER SOUTH
SEC 32-T18S-R1W - NE 1/4
ROS 9843,10518,13736,16894,19446,21888

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 1 OF 4
N
1'' = 100'
08/15/00 AW
Drawn: 03/13/98 By: RJO From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
110		1 THRU 28	98	124 CANC
	06 & 07 & 11 & 12	29 THRU 32	01	1267

MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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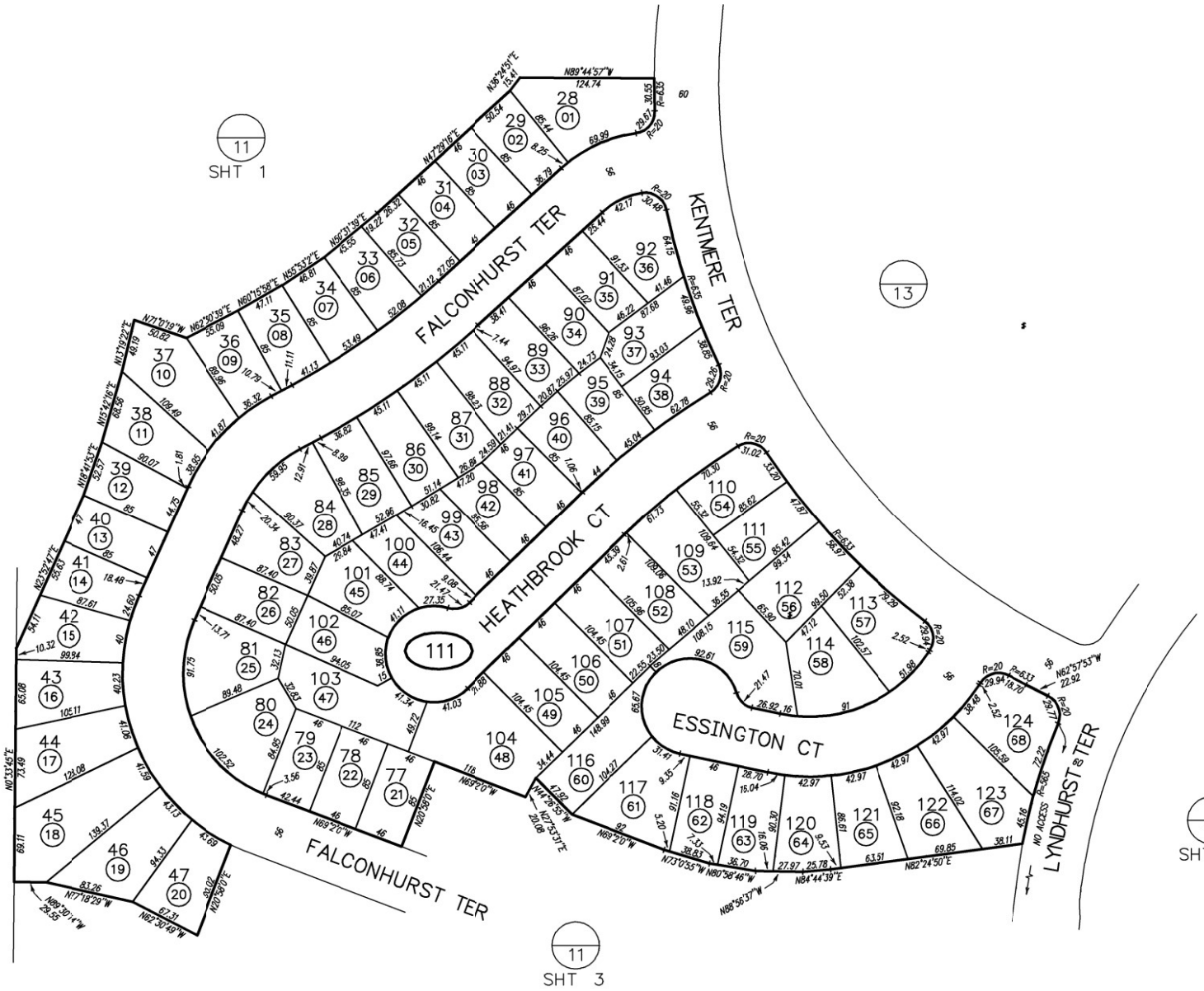
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 2 OF 4
N ✓ 1'' = 100'
09/29/98 JHH
Drawn: 03/13/98 By: RJO From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
111		1 THRU 68	98	124 CANC

MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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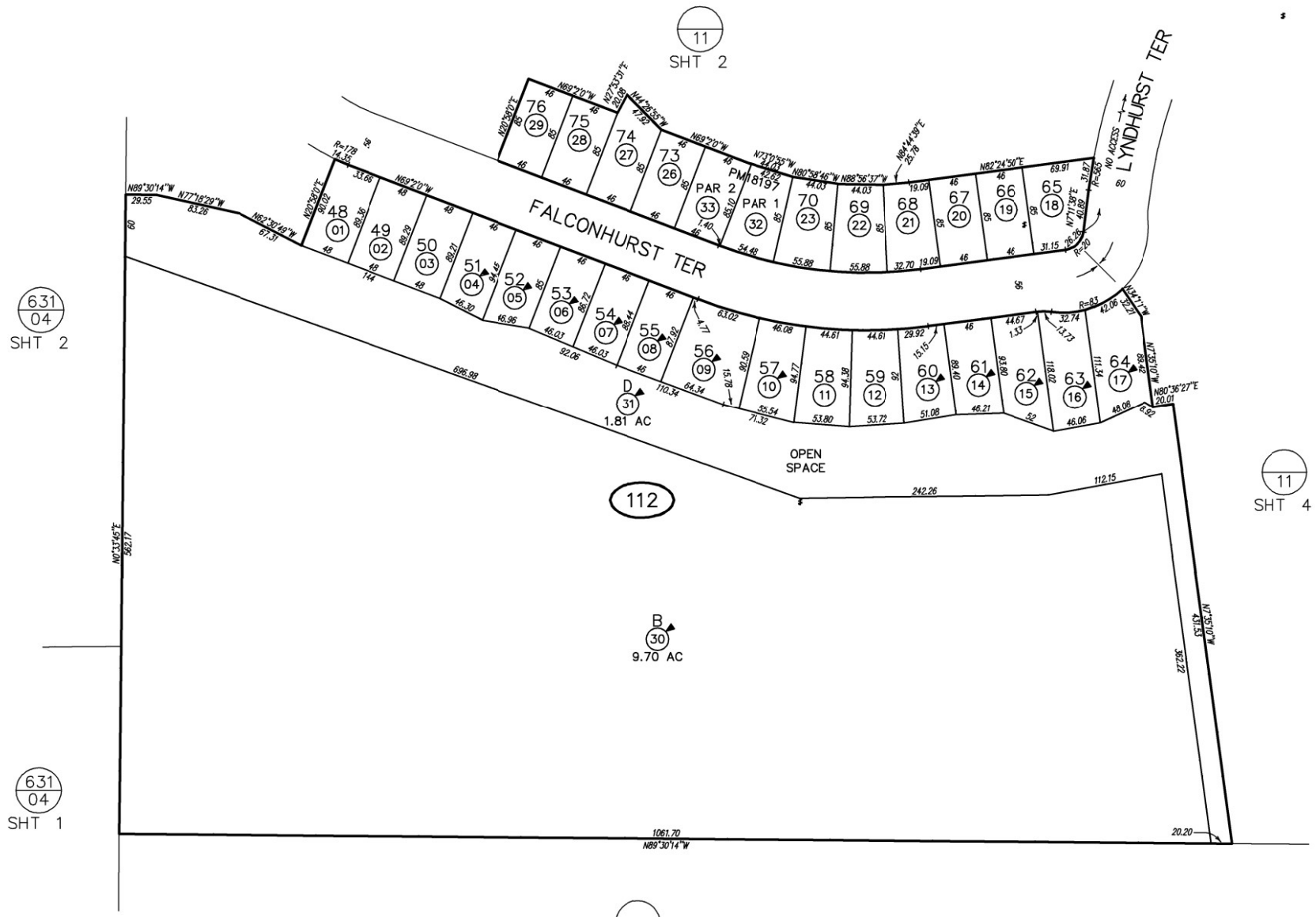
08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 11
SHT 3 OF 4
1'' = 100'
03/21/00 Bem ✓
Drawn: 03/13/98 By: RJD From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
112		1 THRU 31	98	124 CANC
	24 & 25	32 & 33	00	1098



MAP 13530 — CALIFORNIA TERRACES NORTH PHASE UNIT 1

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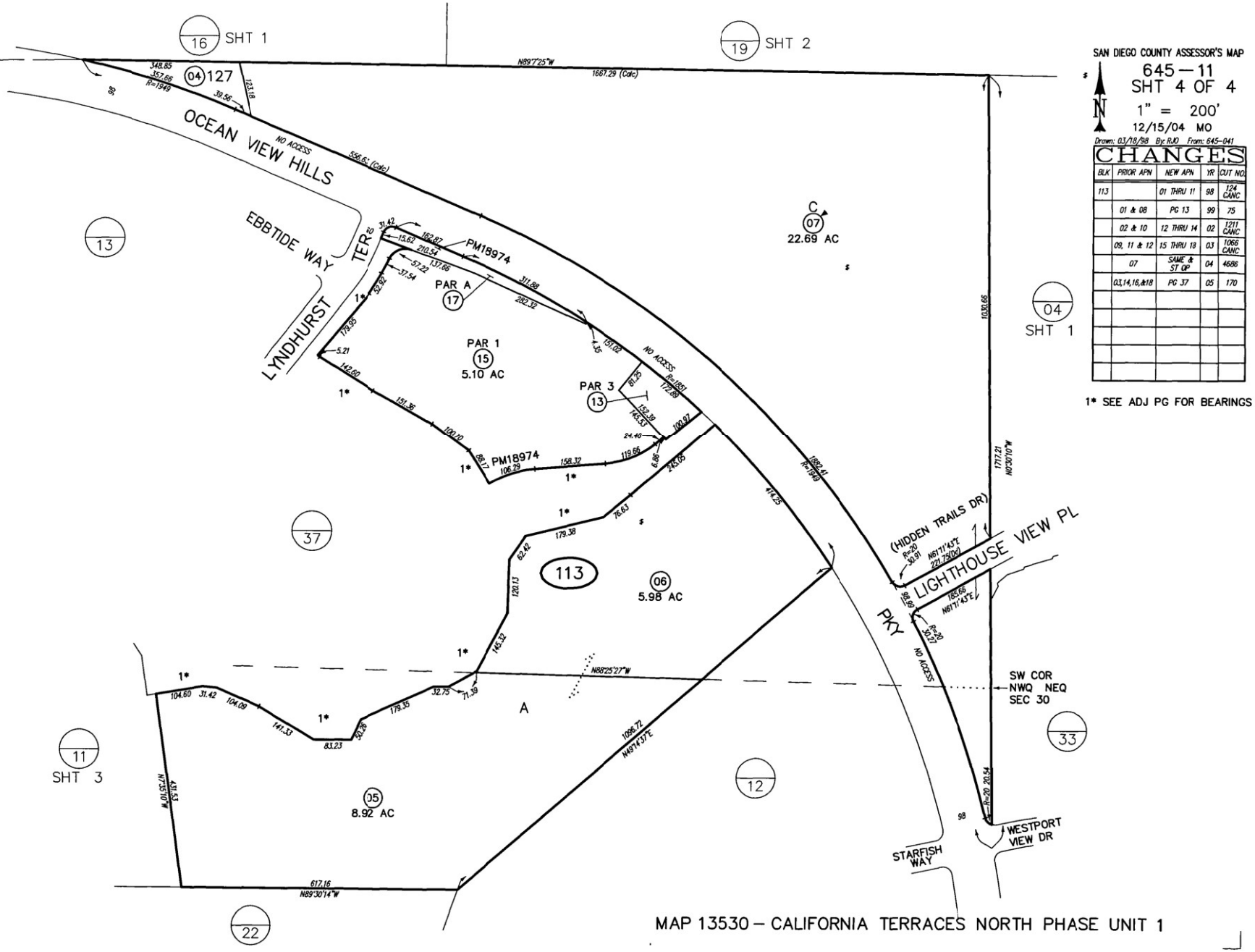
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 11
SHT 4 OF 4
1" = 200'
12/15/04 MO
Drawn: 03/18/98 By: RJO From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
113		01 THRU 11	98	124 CANC
	01 & 08	PG 13	99	75
	02 & 10	12 THRU 14	02	1211 CANC
	09, 11 & 12	15 THRU 18	03	1066 CANC
	07	SAME & ST GP	04	4686
	03,14,16,&18	PG 37	05	170

MAP 13530 – CALIFORNIA TERRACES NORTH PHASE UNIT 1

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

12/15/2004 06:29:47 PM

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 12

N

1'' = 100'

03/21/00 Bem ✓

Drawn: 09/30/98 By: JHH From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
120		1 THRU 25	99	78 CANC

OCEAN VIEW HILLS PKY

SEA REEF DR

STARFISH WAY

OPEN SPACE

A 23 1.38 AC

B 24 2.06 AC

C 25 4.16 AC

120

1 01 2 02 3 03 4 04 5 05 6 06 7 07 8 08 9 09 10 10 11 11 12 12 13 13 14 14 15 15 16 16 17 17 18 18 19 19 20 20 21 21 22 22

NO ACCESS

11 SHT 4

04 SHT 1

14 SHT 1

22 SHT 1

MAP 13614 — CALIFORNIA TERRACES UNIT NO 3A

13-8

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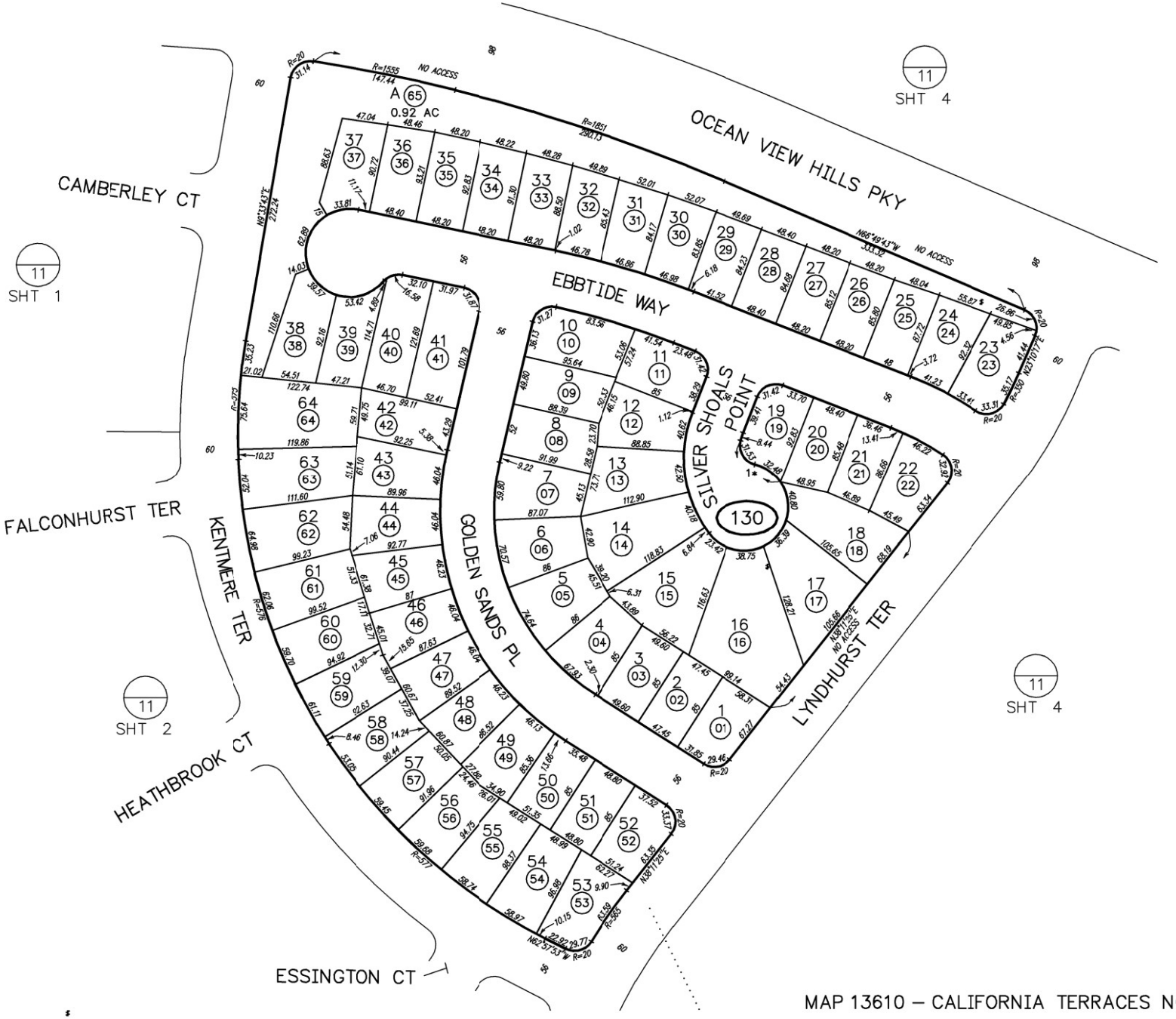
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 13

N

1'' = 100'

09/15/99 JHH

Drawn: 09/29/98 By: JHH From: 645-113

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
130		1 THRU 65	99	75
	19 THRU 22	SAME & B/L CHNG	00	5556

MAP 13610 — CALIFORNIA TERRACES NORTH PHASE UNIT NO 2

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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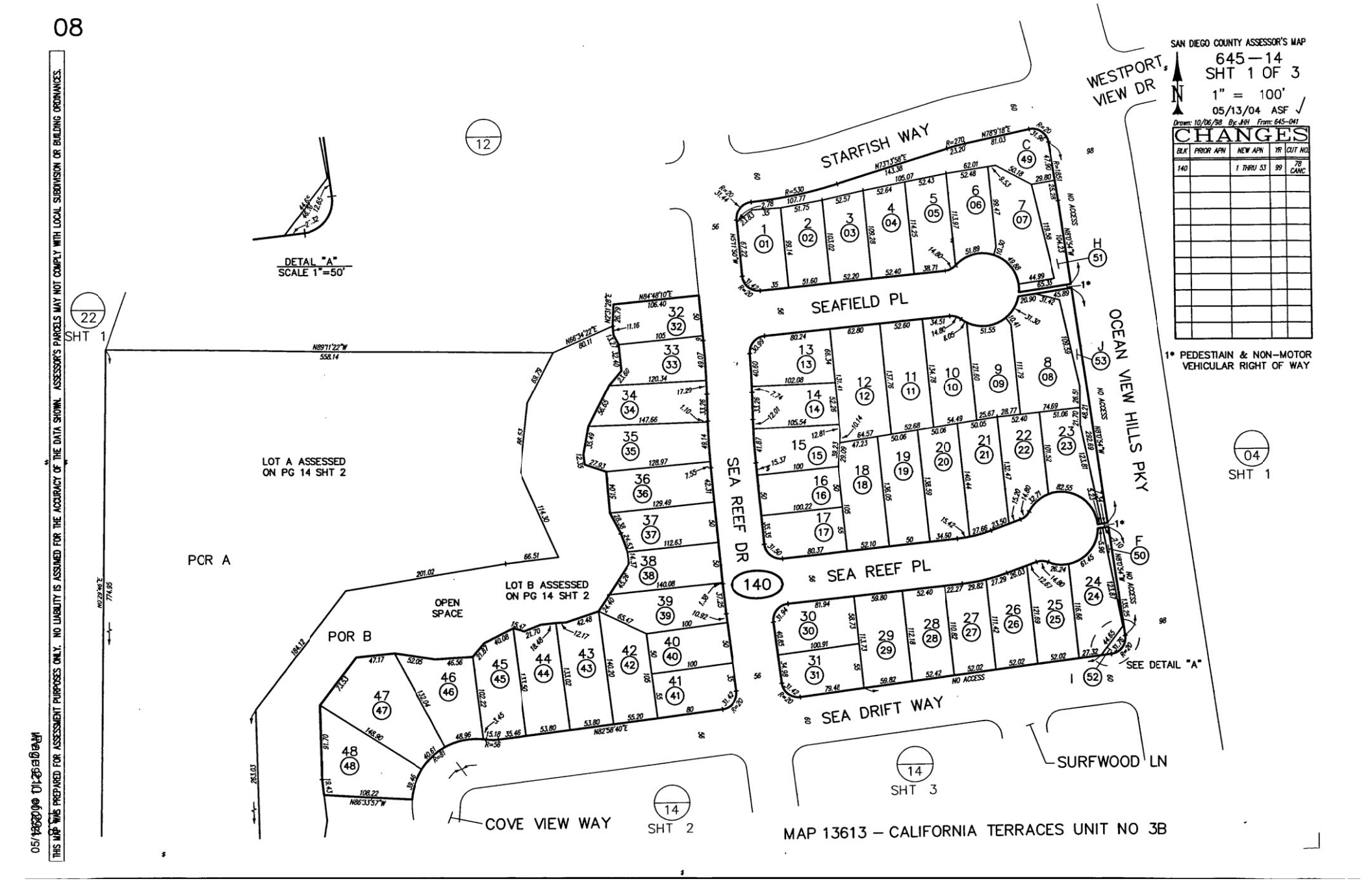
08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

05/13/2004 09:02:21 Map Page 645-14



08

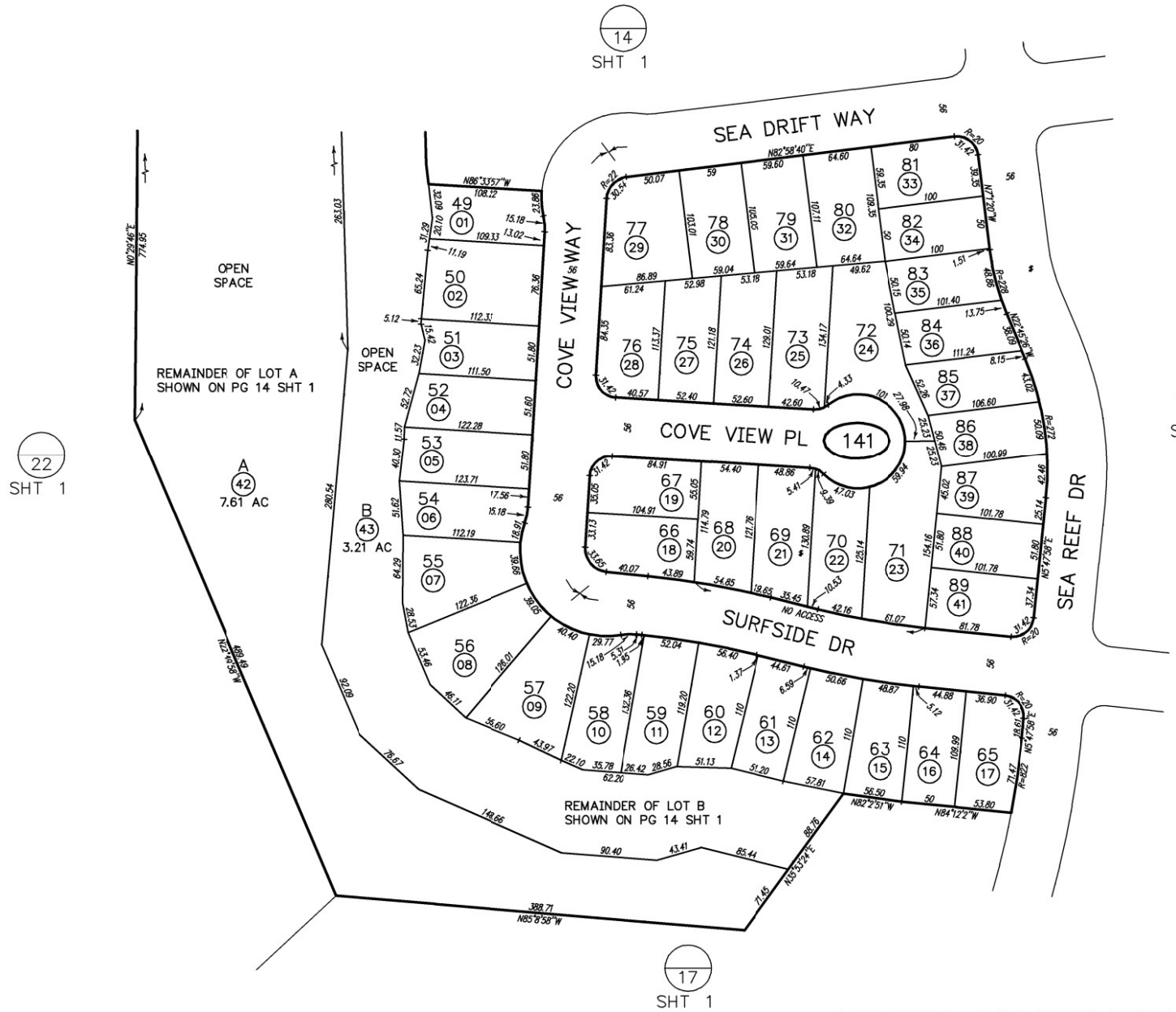
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 14
SHT 2 OF 3
1'' = 100'
03/21/00 Bem

Drawn: 10/06/88 By: JHH From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
141		1 THRU 43	99	78 CANC



MAP 13613 — CALIFORNIA TERRACES UNIT NO 3B

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08

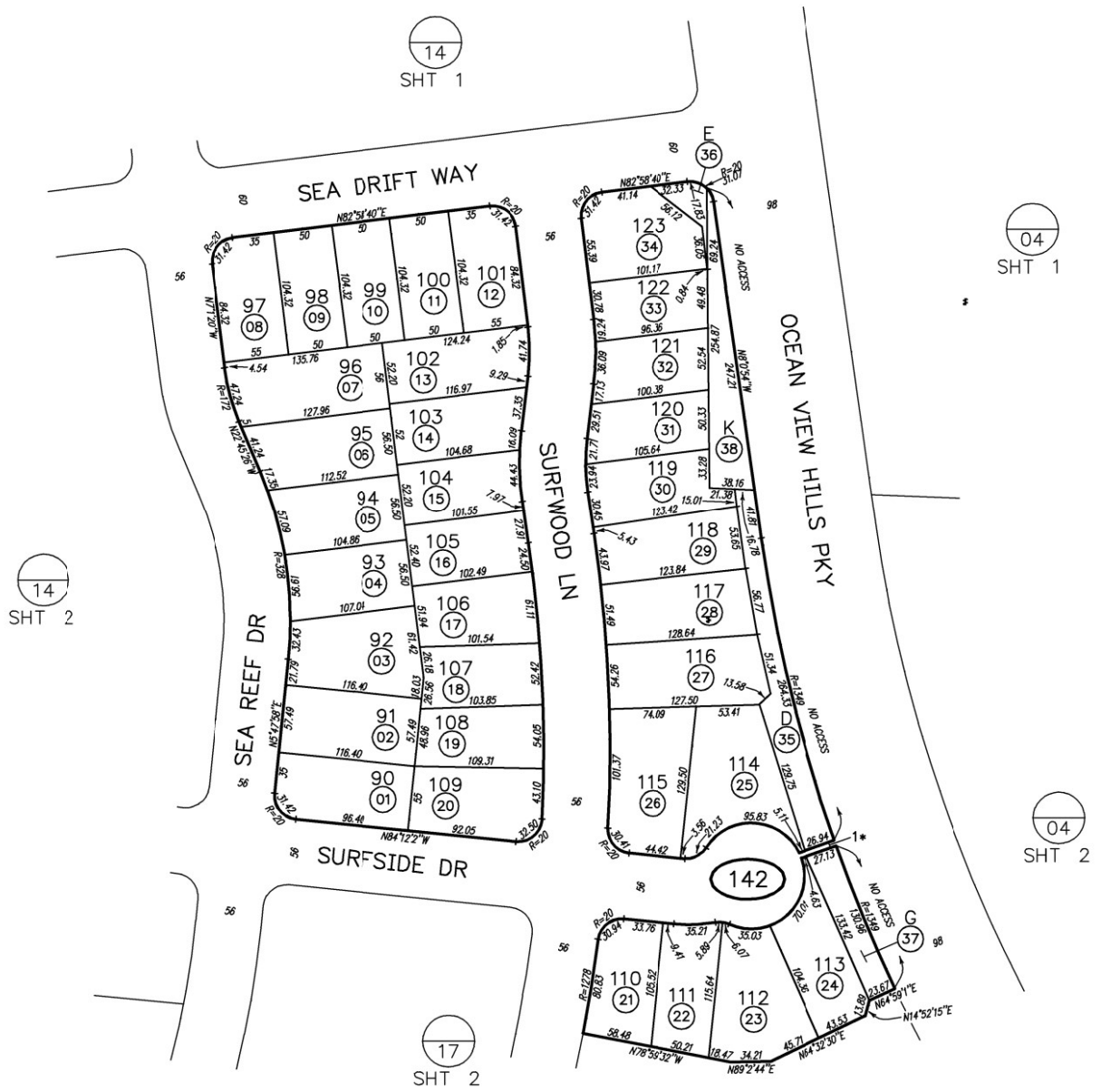
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 14
SHT 3 OF 3
N
1'' = 100'
01/19/00 JGRO
Drawn: 10/07/98 By: JHH From: 645-041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
142		1 THRU 38	99	78 CANC

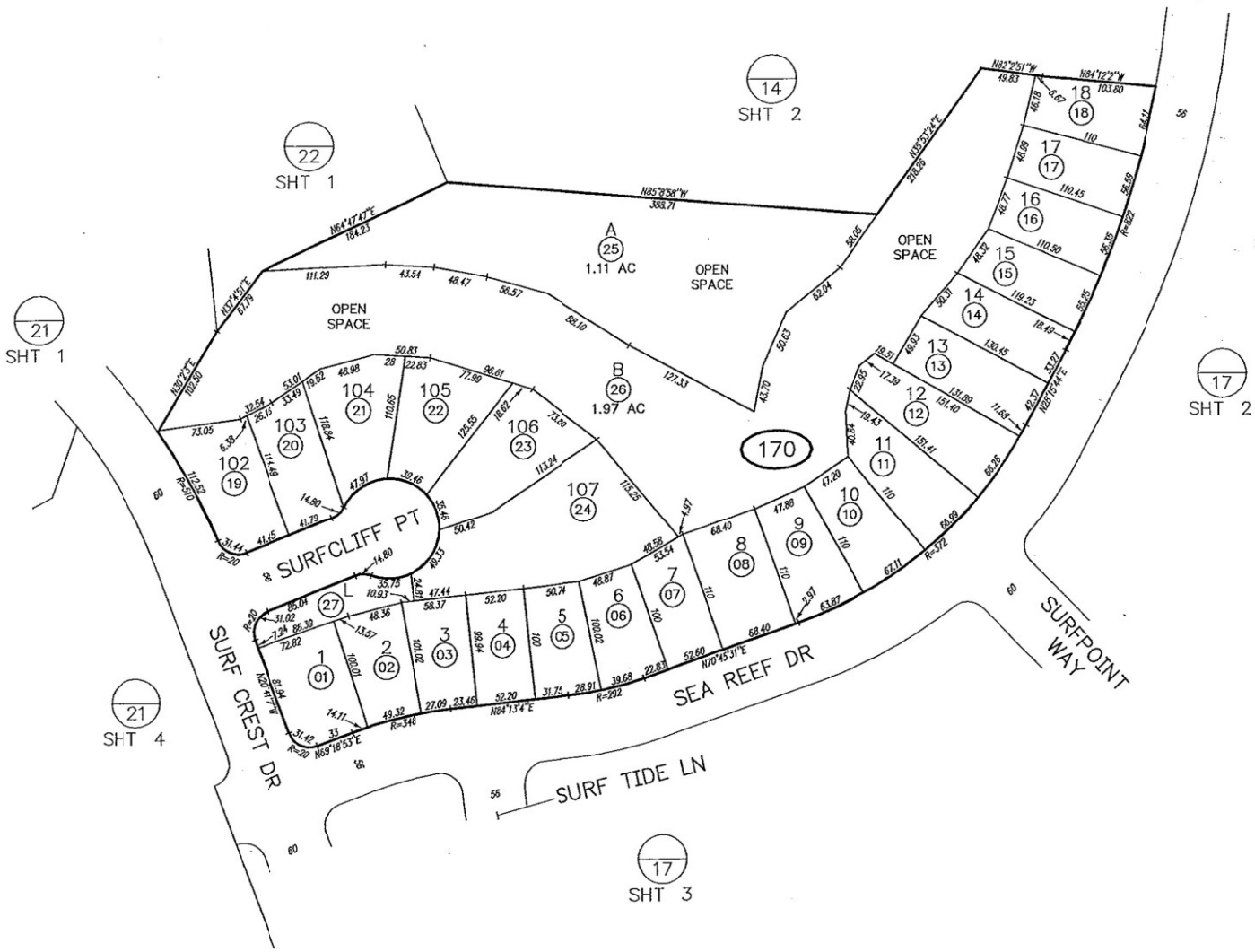
1* PEDESTRIAN & NON-MOTOR VEHICULAR RIGHT OF WAY



MAP 13613 — CALIFORNIA TERRACES UNIT NO 3B

Page 2 of 2
13-8

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 17
SHT 1 OF 3
1" = 100'
03/21/00 Bem ✓
Drawn: 01/06/00 By: KRO From: 645-040

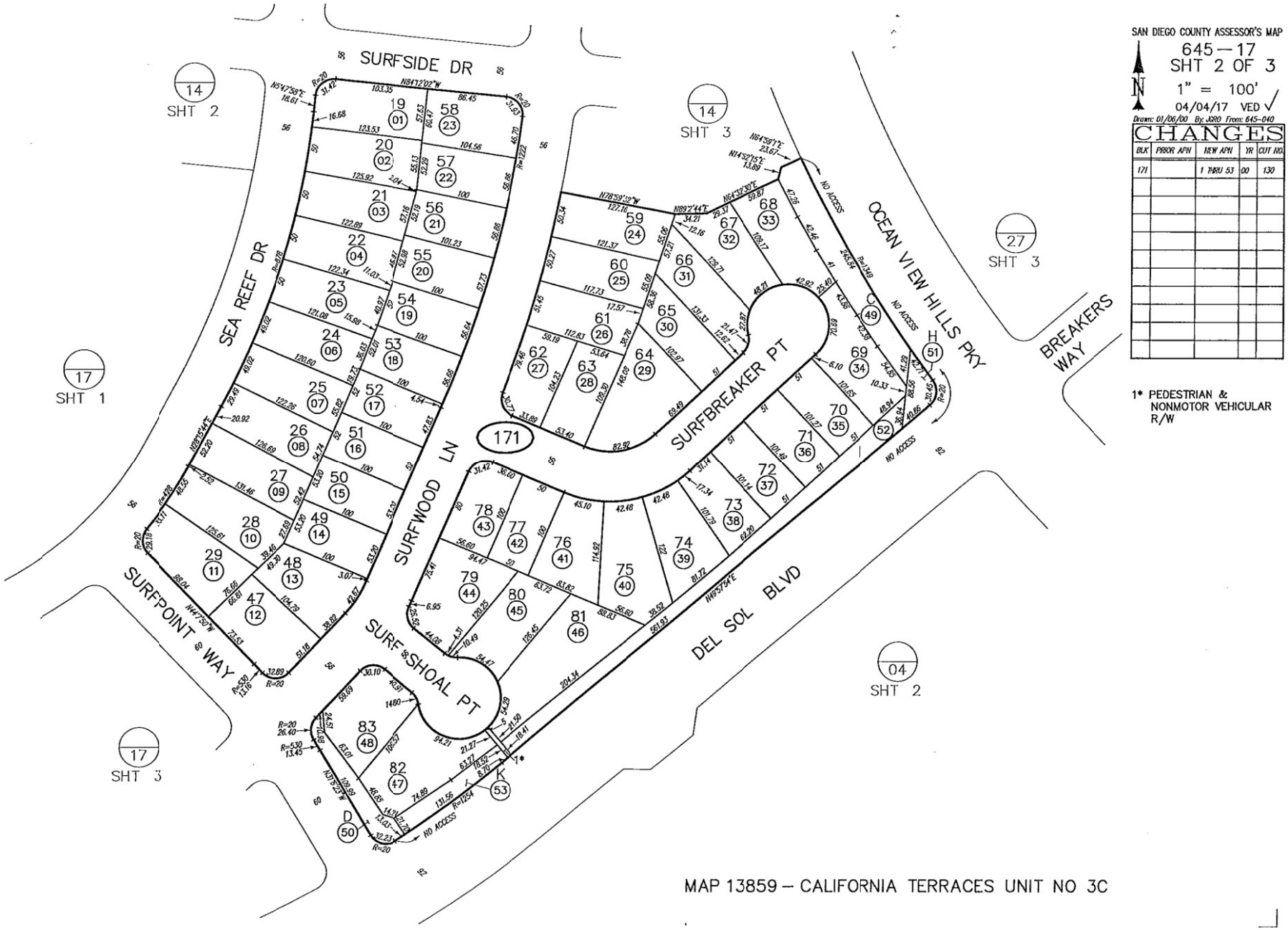
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
170		1 THRU 27	00	130

MAP 13859 – CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



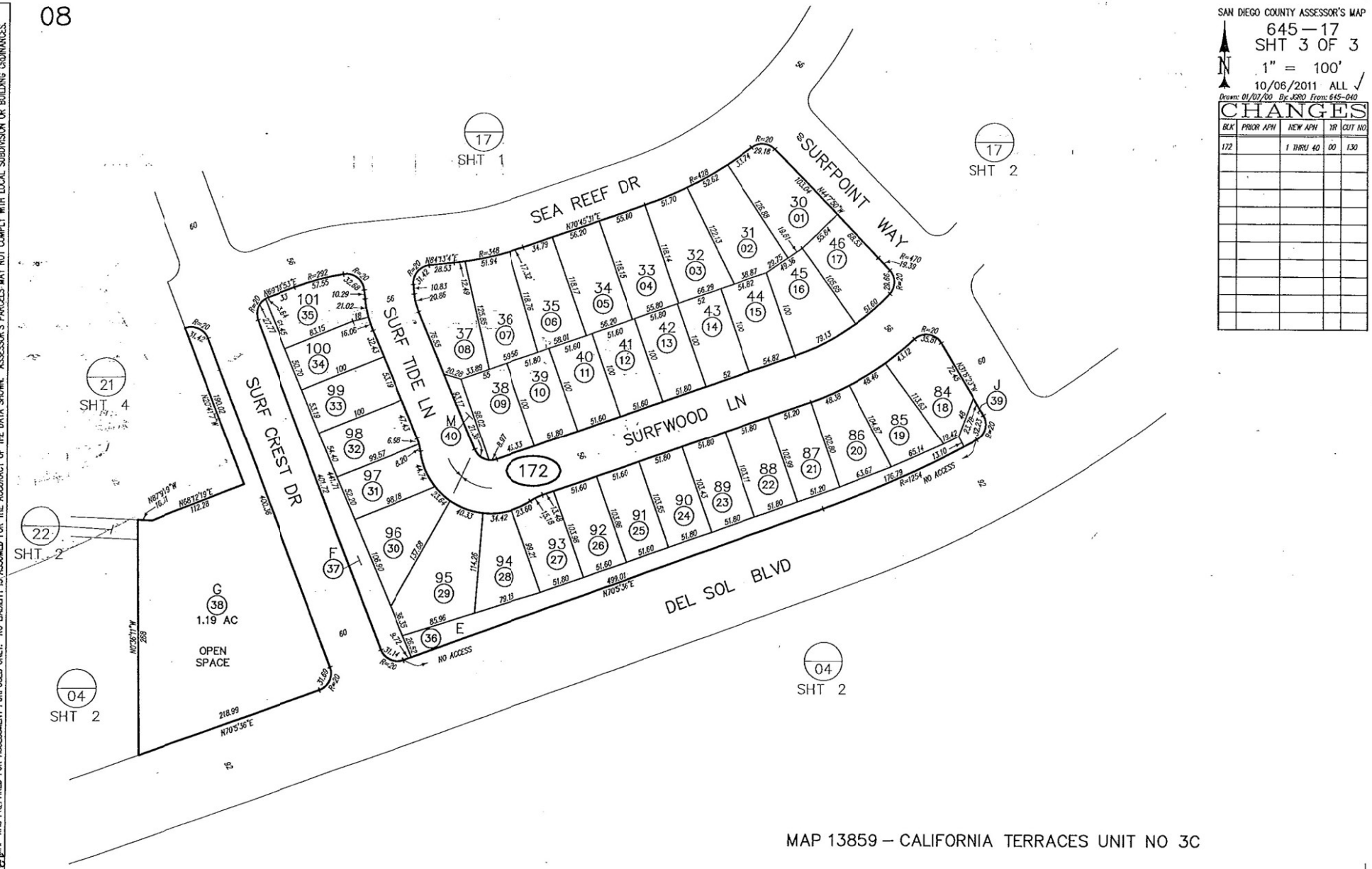
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 17
SHT 2 OF 3
N
1" = 100'
04/04/17 VED ✓
Drawn: 01/06/00 By: JRO From: 645-040

CHANGES				
BLK	PRIOR APN	NEW APN	YR	CUT NO.
171		1 THRU 53	00	130

1* PEDESTRIAN & NONMOTOR VEHICULAR R/W

MAP 13859 – CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 17
SHT 3 OF 3
1" = 100'
10/06/2011 ALL ✓
Drawn: 01/07/00 By: JSRO From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO
172		1 THRU 40	00	130

MAP 13859 – CALIFORNIA TERRACES UNIT NO 3C

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

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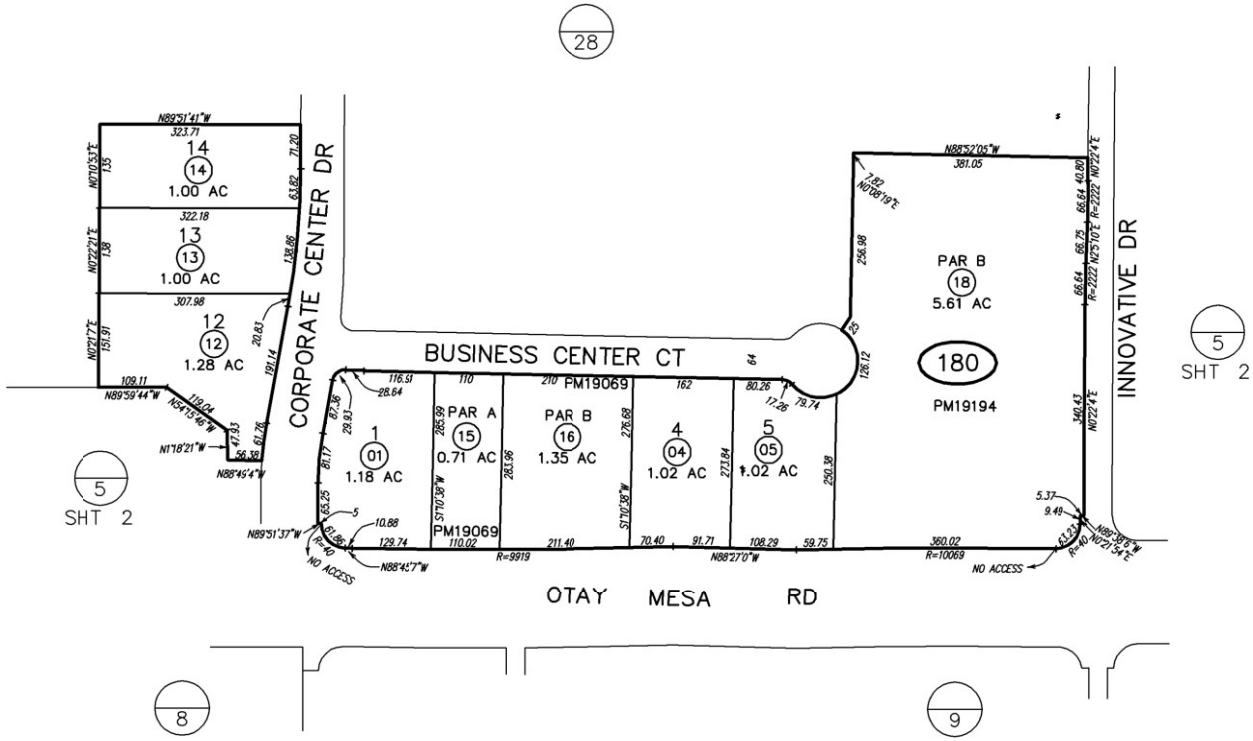
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 18

N

1" = 200'
07/25/2013 ALL
Drawn: 1/31/00 By: LM From: 645-05

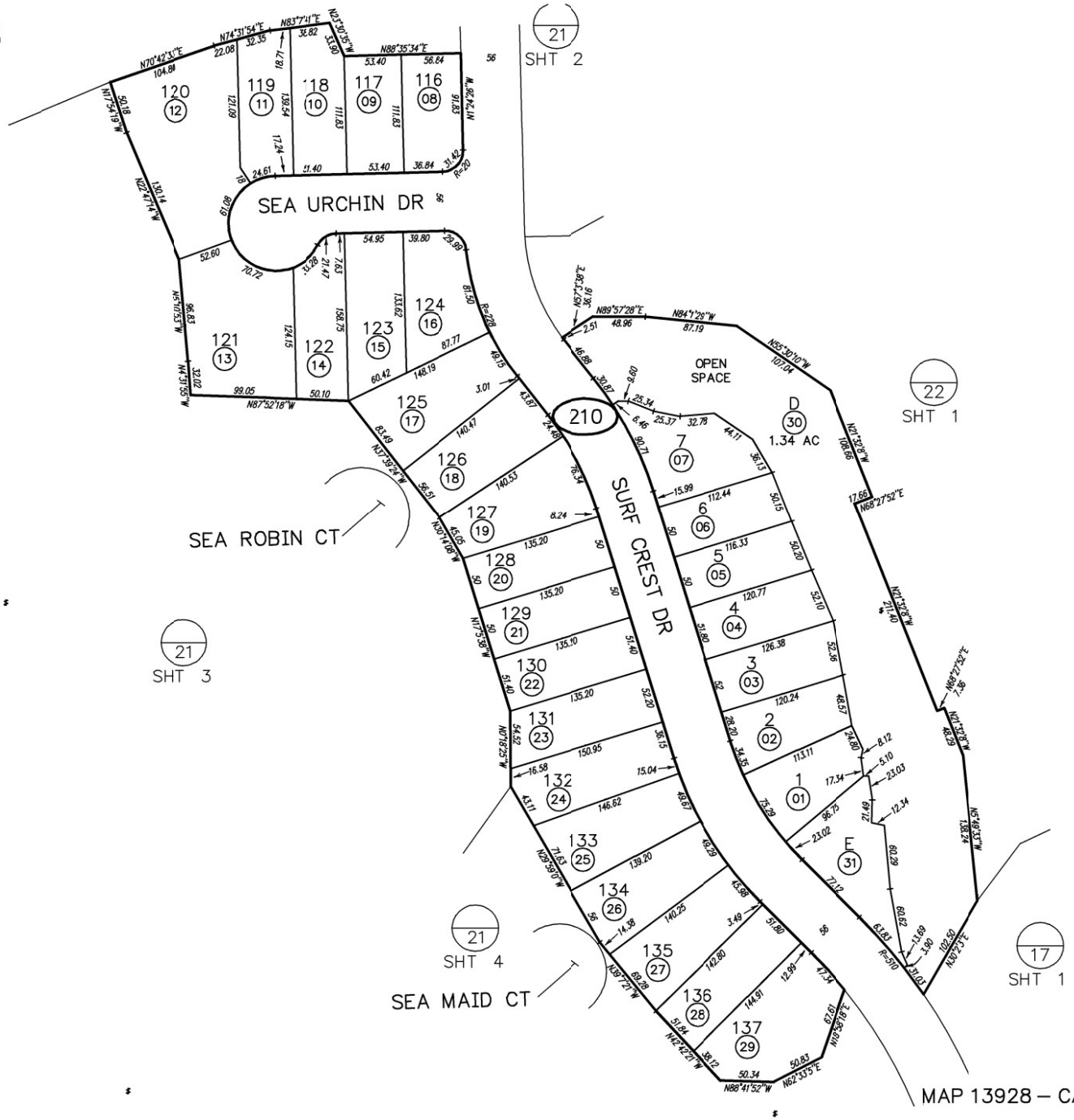
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
180		01 THRU14	00	153
	02 & 03	15 & 16	03	1710 CANC
	POR -280-10	17	04	1376
	06 & 17	18	05	1498
	07 & 08	POR -280-25	07	1624
	09 THRU 11	POR -280-27	14	1105



MAP 13882 — OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 1

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 1 OF 4
1'' = 100'

Drawn: 03/13/00 By: Bem From: 645-040&041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
210		1 THRU 31	00	199

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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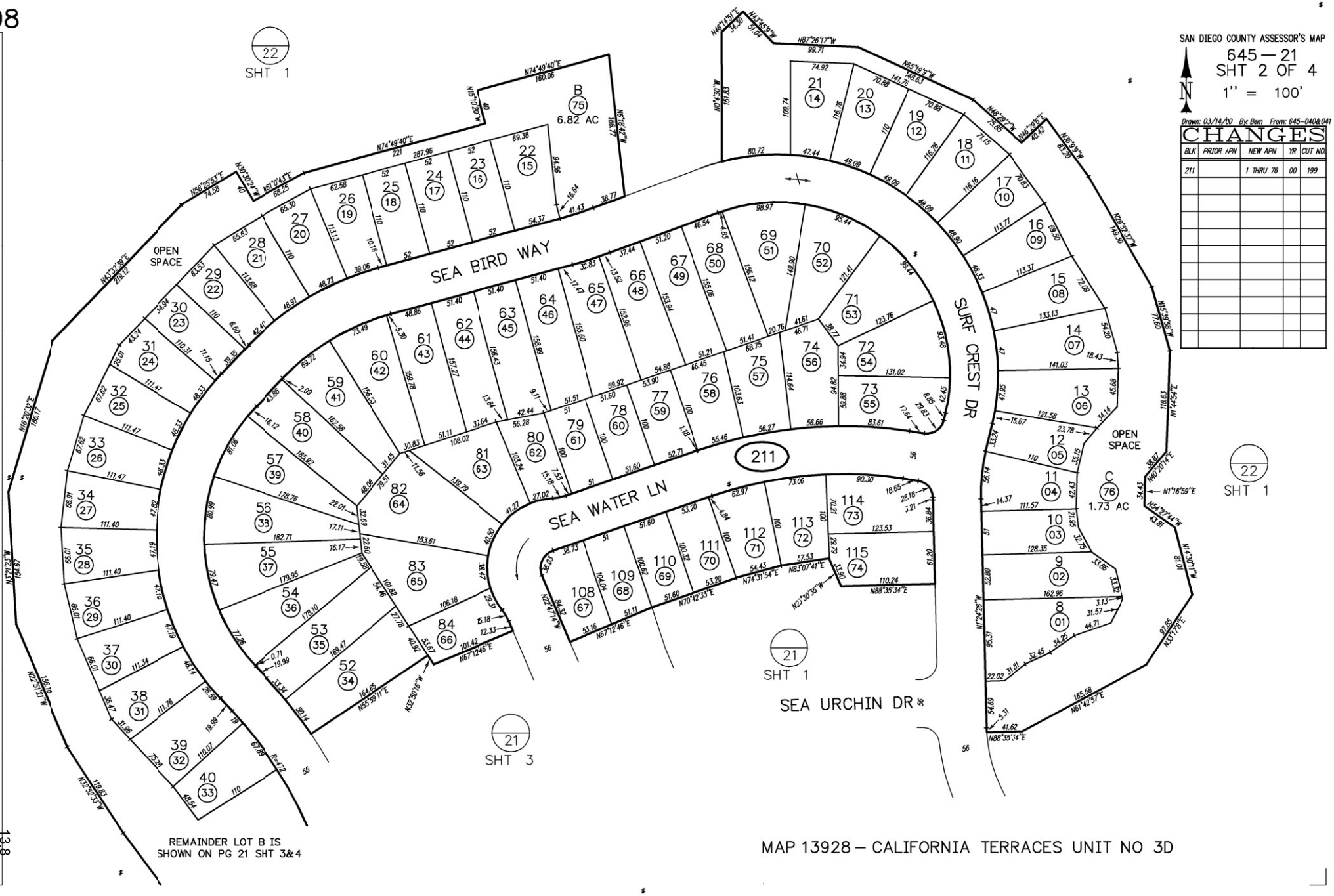
MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

08



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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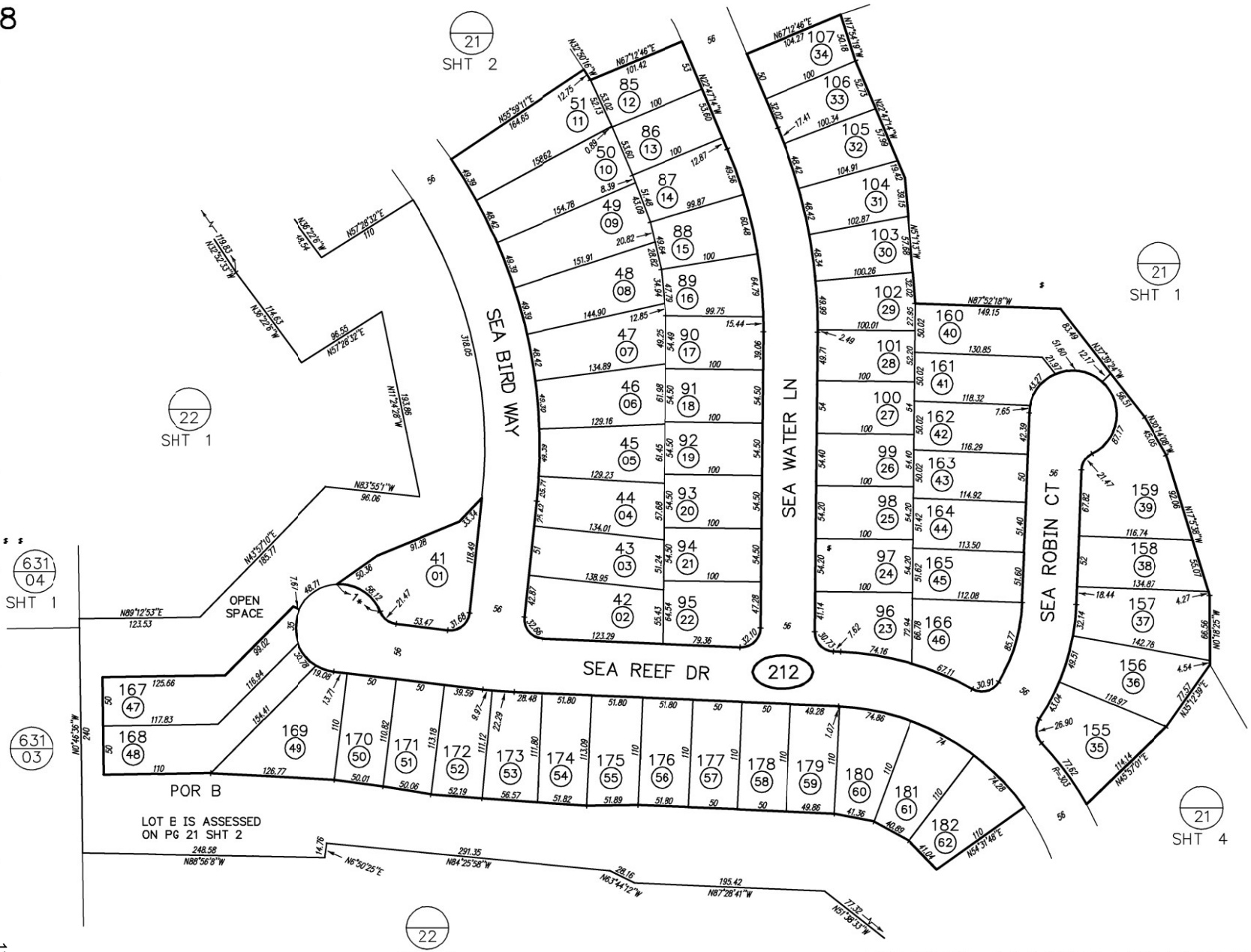
08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 3 OF 4
1'' = 100'

Drawn: 03/15/00 By: Bem From: 645-040&041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
212		1 THRU 62	00	199

1* NO ACCESS

MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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08

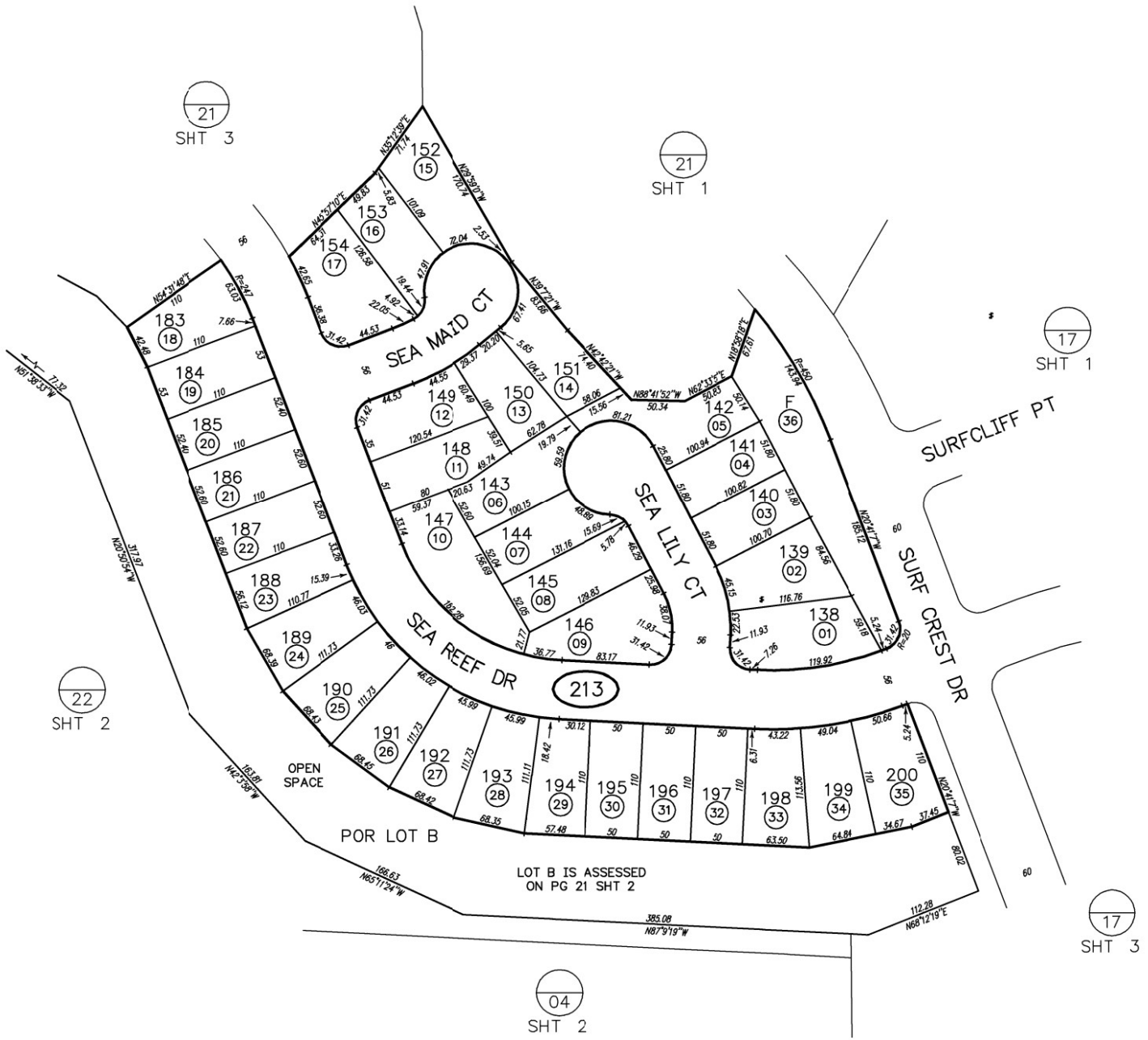
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 21
SHT 4 OF 4
N
1'' = 100'

Drawn: 03/14/00 By: Bem From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
213		1 THRU 36	00	199



MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

13-8

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08

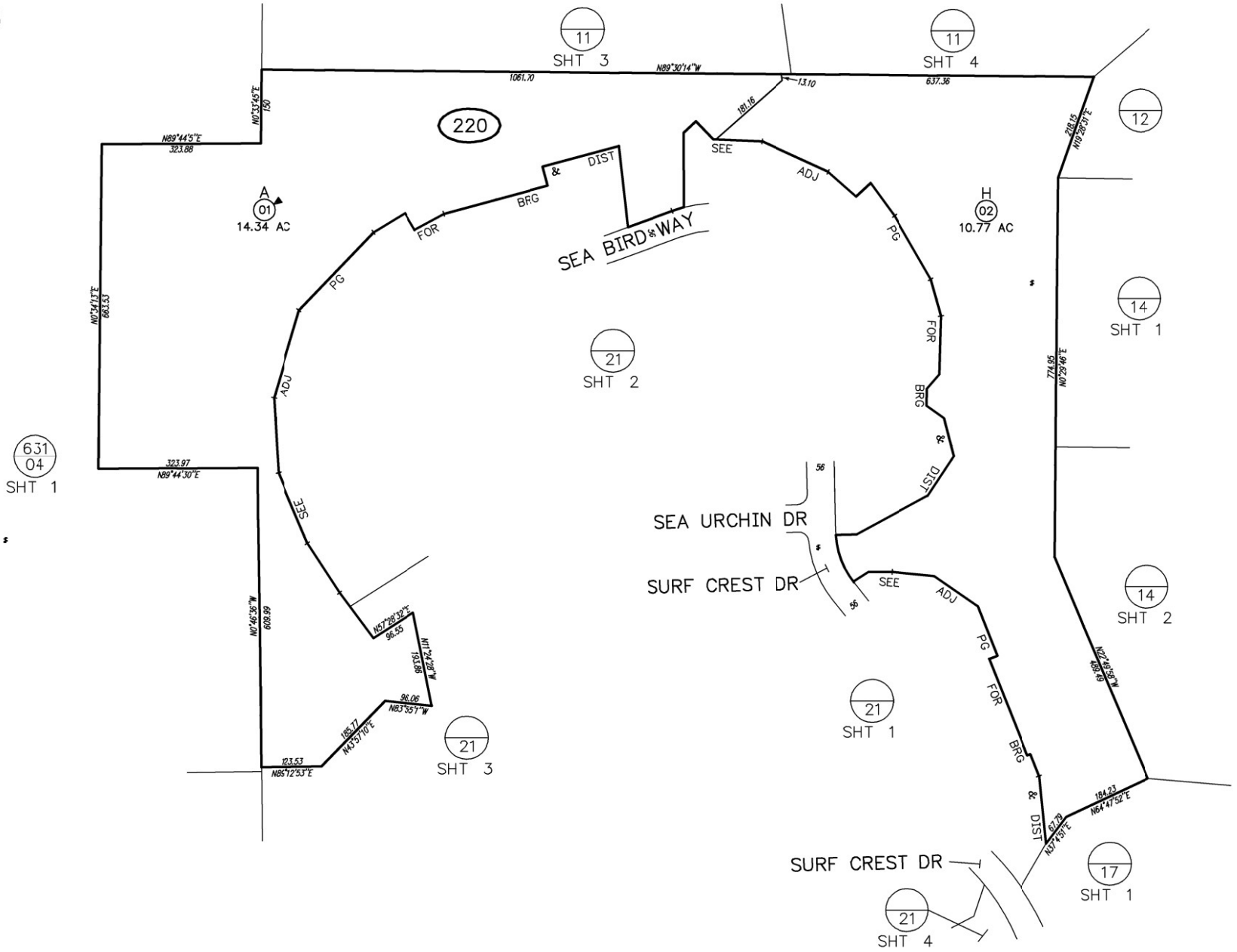
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 22
SHT 1 OF 2
N
1'' = 200'

Drawn: 03/20/00 By: Bem From: 645-040&041

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
220		1 & 2	00	199



MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

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3-8-131

08

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SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 22
SHT 2 OF 2
N
1'' = 100'

Drawn: 03/15/00 By: Bem From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
221		1	00	199

631
03

21
SHT 3

N88°56'8"W
248.58

N6°50'25"E
14.76

N84°25'56"W
291.35

N65°44'12"W
28.16

N87°28'41"W
195.12

N51°36'33"W
71.52

N23°50'54"W
317.87

N42°7'56"W
183.61

N65°11'24"W
166.83

N87°9'19"W
368.77

N0°36'1"W
22.5

N0°46'36"W
339.46

221

G
01
11.84 AC

21
SHT 4

1558.71
N87°9'19"W

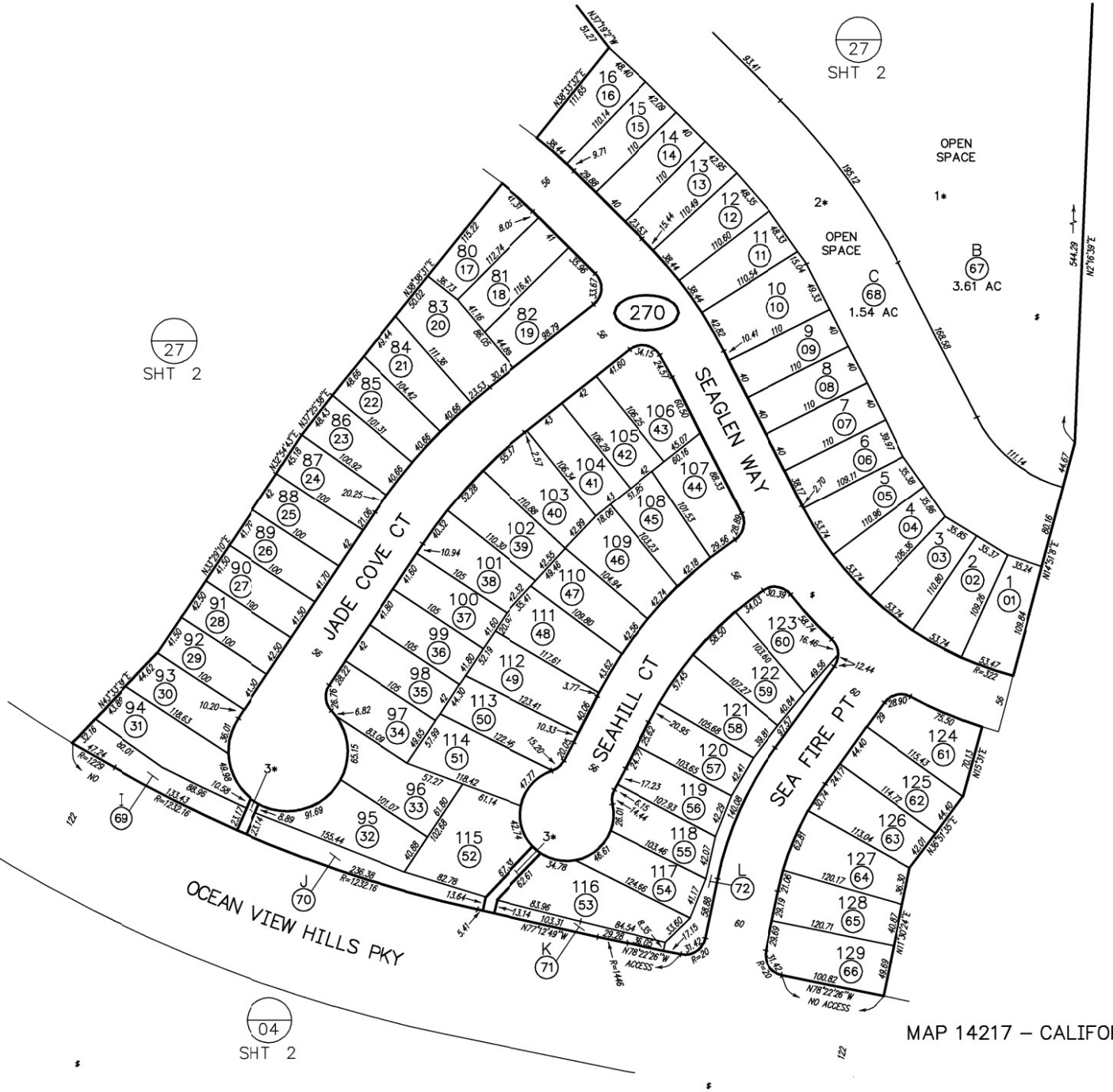
04
SHT 2

17
SHT

MAP 13928 — CALIFORNIA TERRACES UNIT NO 3D

Page 222 of 297
13-8

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 27
SHT 1 OF 3
1'' = 100'
9/6/01 JK
Drawn: 7/31/01 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
270		1 THRU 72	02	67

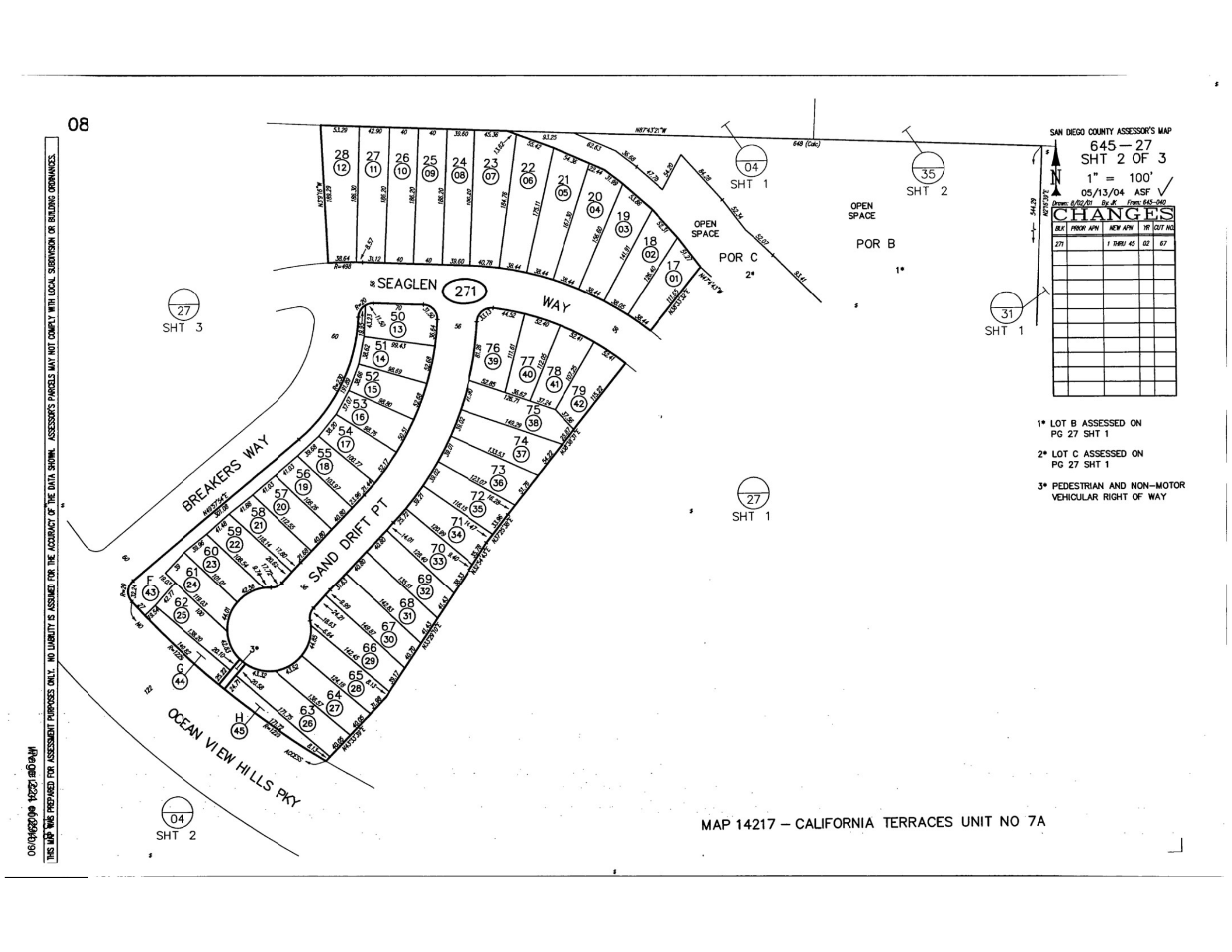
1* REMAINDER OF LOT B SHOWN ON PG 27 SHT 2

2* REMAINDER OF LOT C SHOWN ON PG 27 SHT 2

3* PEDESTRIAN AND NON-MOTO VEHICULAR RIGHT OF WAY

MAP 14217 — CALIFORNIA TERRACES UNIT NO 7A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

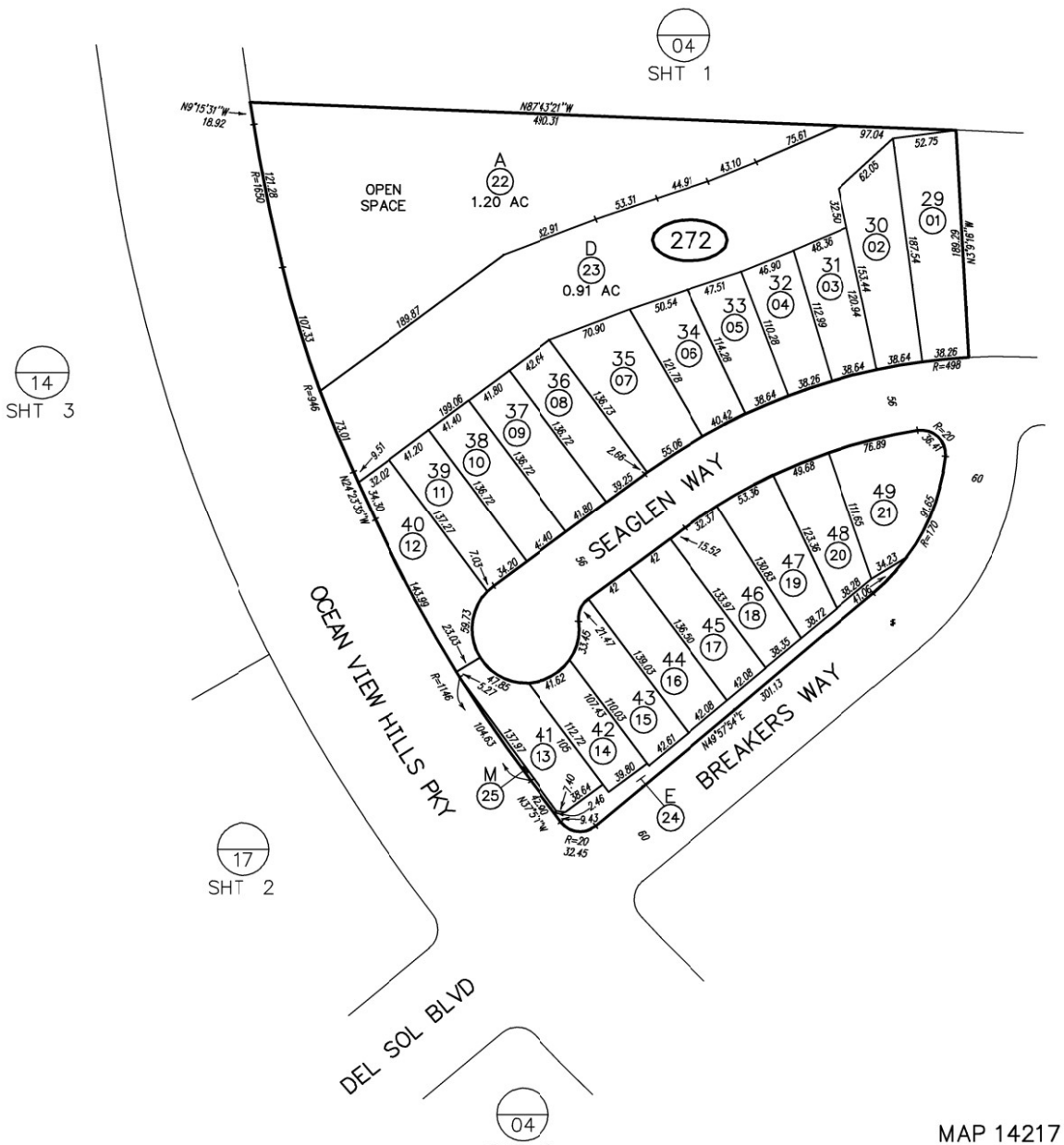

08
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 27
SHT 2 OF 3
1" = 100'
05/13/04 ASF
Drawn: 8/02/01 By: JK From: 645-040
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
271 | | 1 THRU 45 | 02 | 67
SEAGLEN WAY
271
BREAKERS WAY
SAND DRIFT PT
OCEAN VIEW HILLS PKY
OPEN SPACE
POR B
POR C
1* LOT B ASSESSED ON PG 27 SHT 1
2* LOT C ASSESSED ON PG 27 SHT 1
3* PEDESTRIAN AND NON-MOTOR VEHICULAR RIGHT OF WAY
MAP 14217 – CALIFORNIA TERRACES UNIT NO 7A
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
Page 1 of 1 09/09/2004

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 27
SHT 3 OF 3
N
1'' = 100'
9/6/01 JK ✓
Drawn: 8/02/01 By: JK From: 645-040

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
272		1 THRU 25	02	67



MAP 14217 — CALIFORNIA TERRACES UNIT NO 7A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

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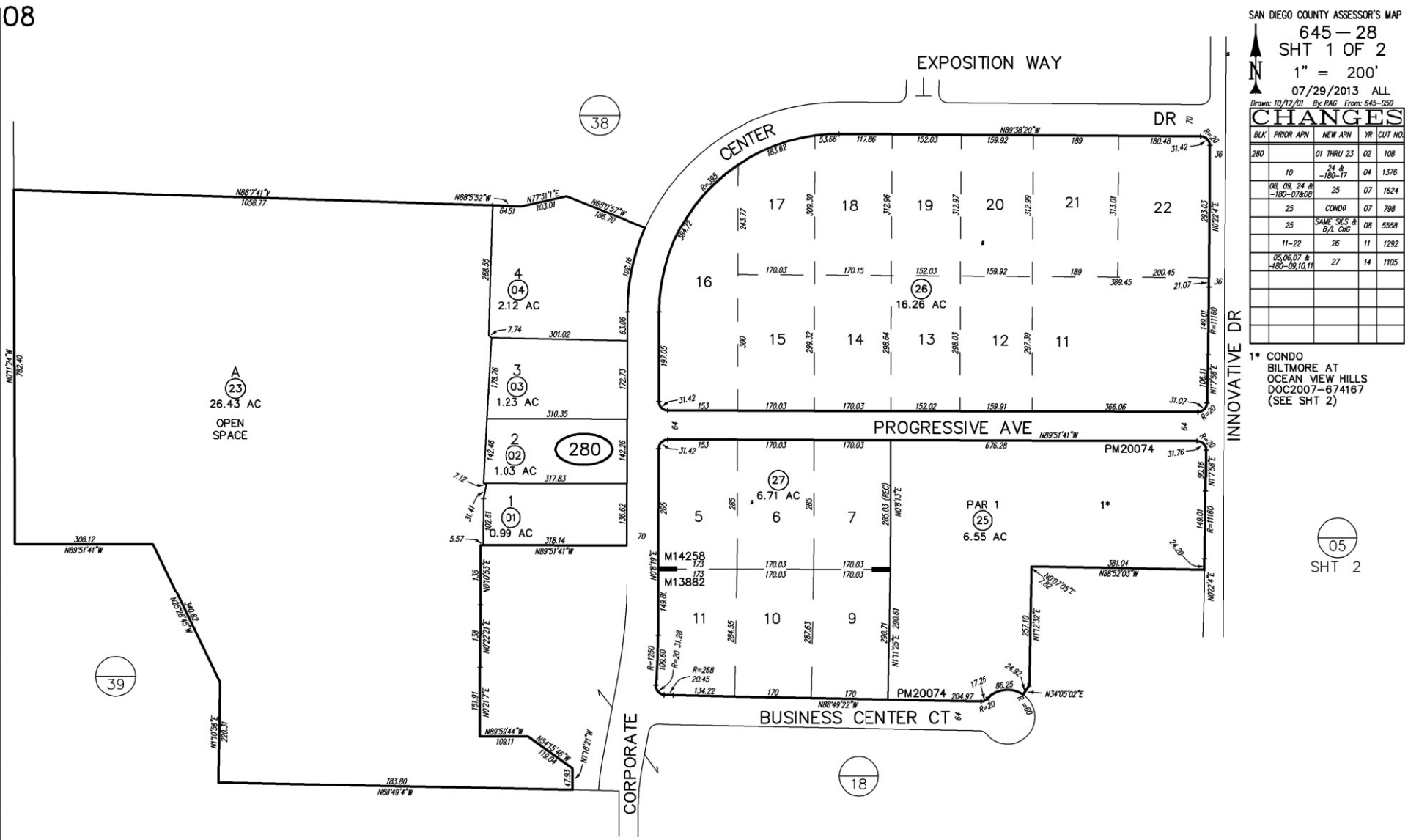
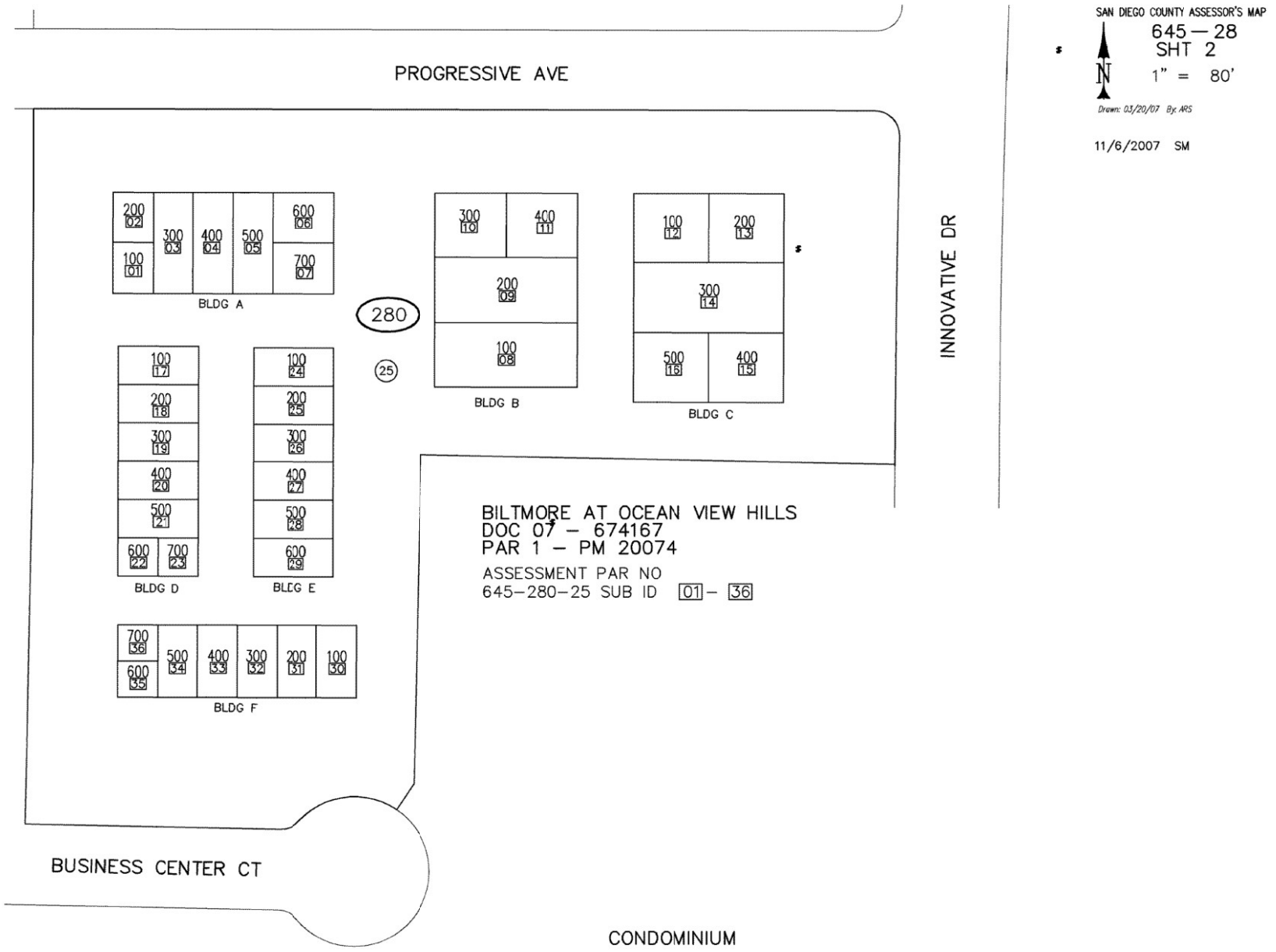
13-8



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08

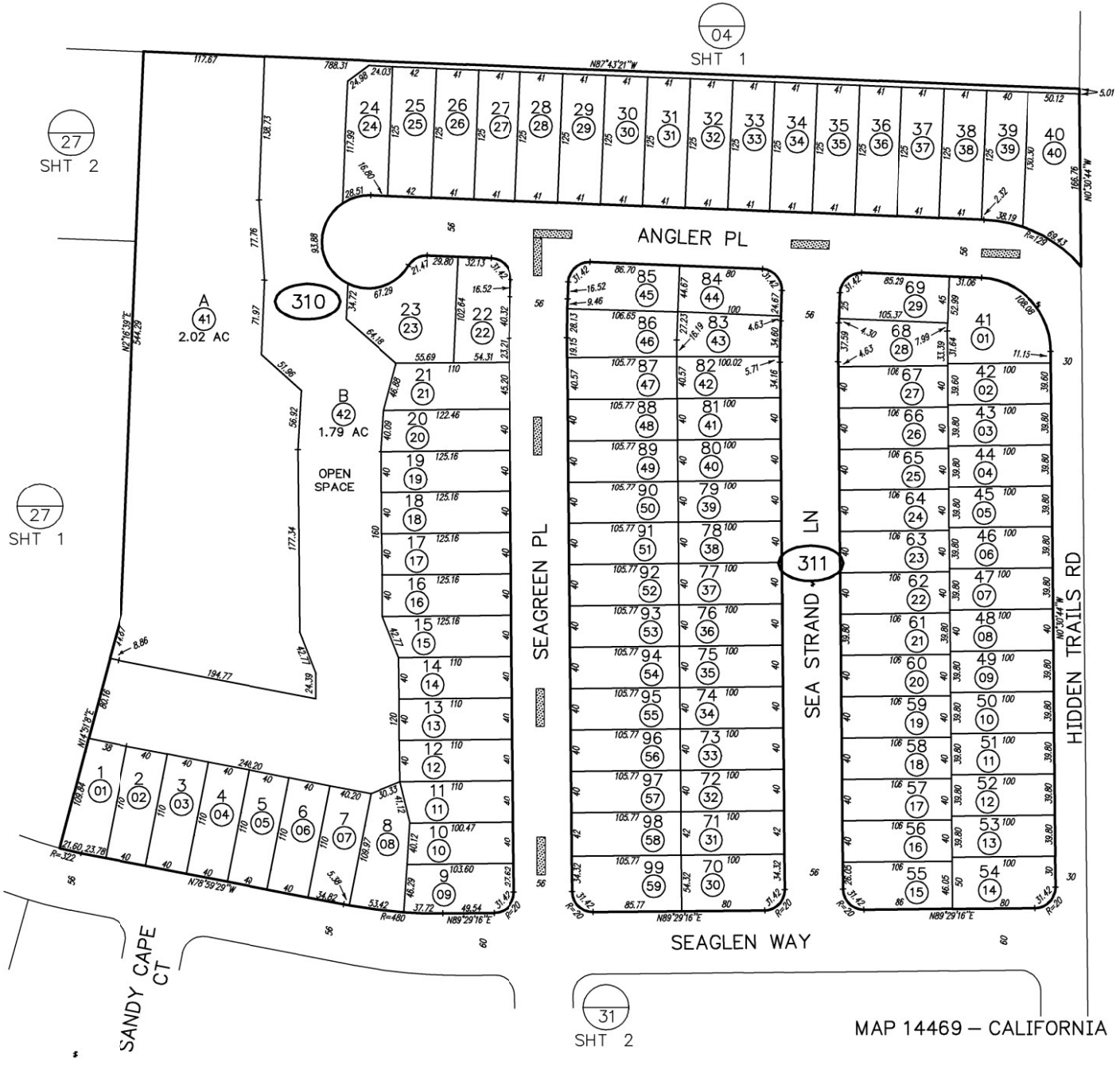


SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 28
SHT 2
1" = 80'
Drawn: 03/20/07 By: ARS

11/6/2007 SM

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 31
SHT 1 OF 2
1'' = 100'

Drawn: 12/03/02 By: JK From: 645-040

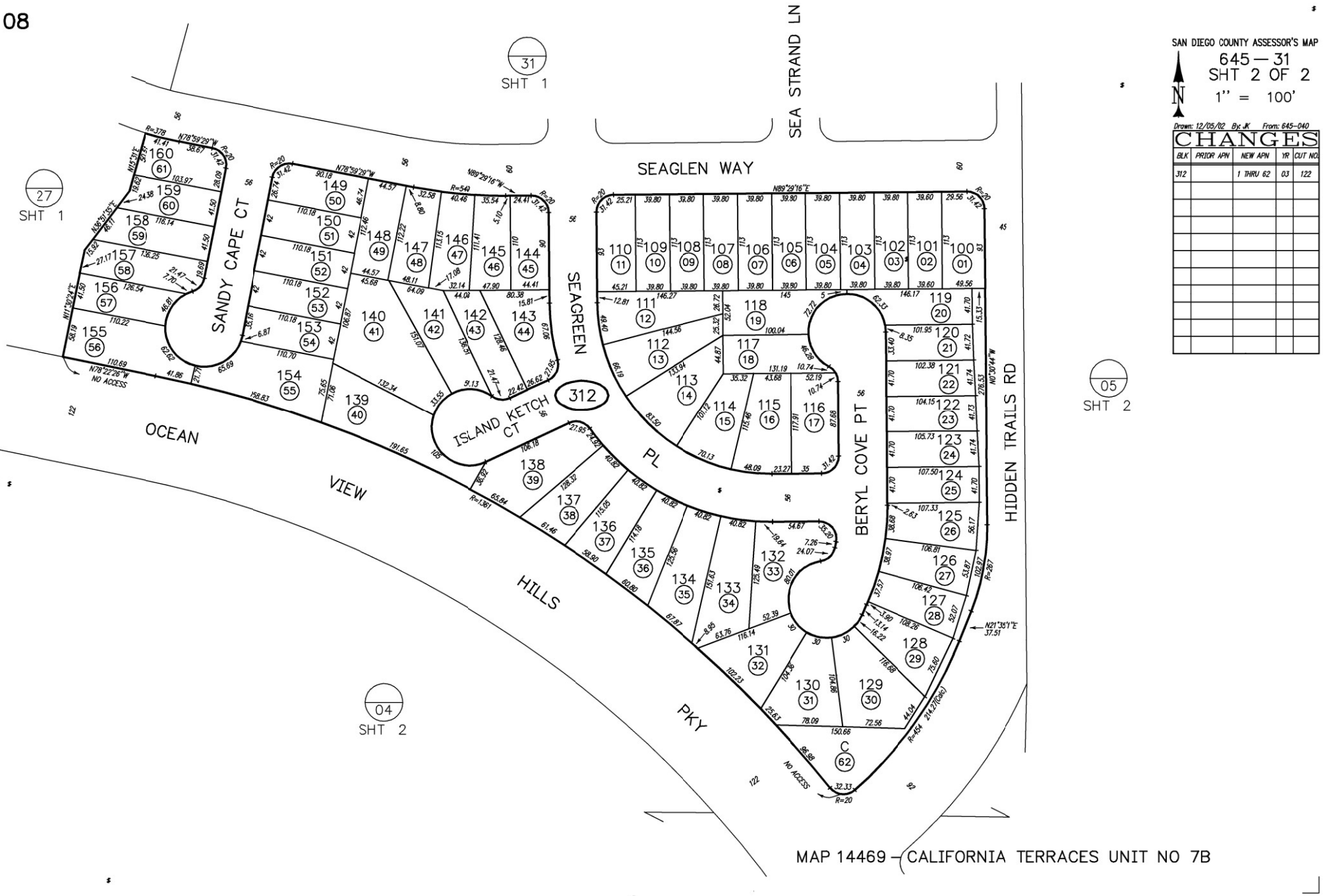
CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
310		1 THRU 42	03	122
311		1 THRU 59		

MAP 14469 — CALIFORNIA TERRACES UNIT NO 7B

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

1-8-13


08
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 31
SHT 2 OF 2
1'' = 100'
Drawn: 12/05/02 By: JK From: 645-040
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
312 | | 1 THRU 62 | 03 | 122
31
SHT 1
27
SHT 1
04
SHT 2
05
SHT 2
SEA STRAND LN
SEAGLEN WAY
SANDY CAPE CT
SEAGREEN
ISLAND KETCH CT
312
OCEAN VIEW HILLS PKY
BERYL COVE PT PL
HIDDEN TRAILS RD
MAP 14469 — CALIFORNIA TERRACES UNIT NO 7B
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
138-13
Page 229 of 294

08

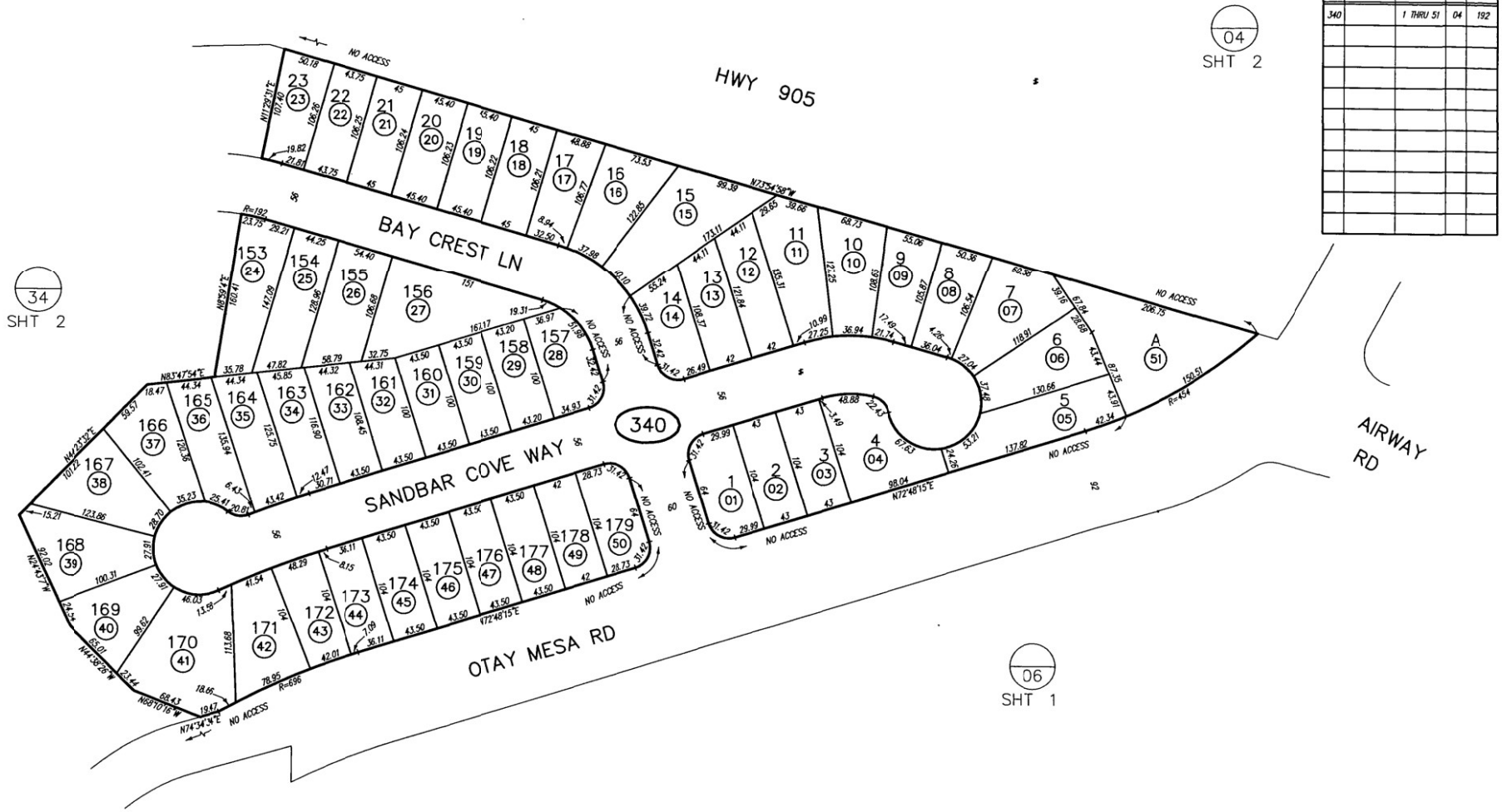
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 1 OF 3
N
1" = 100'

Drawn: 1/29/04 By: JQRO From: 645-060

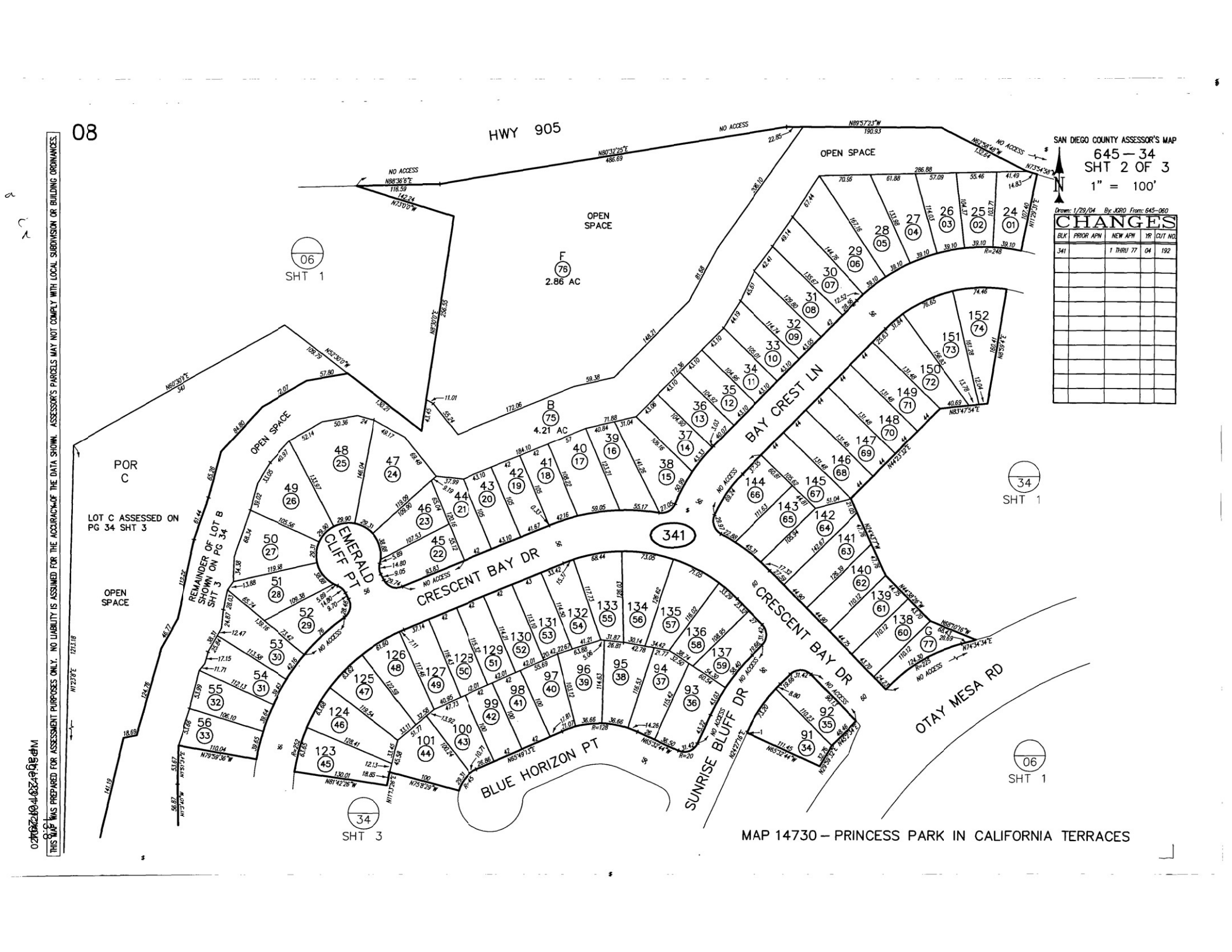
CHANGES

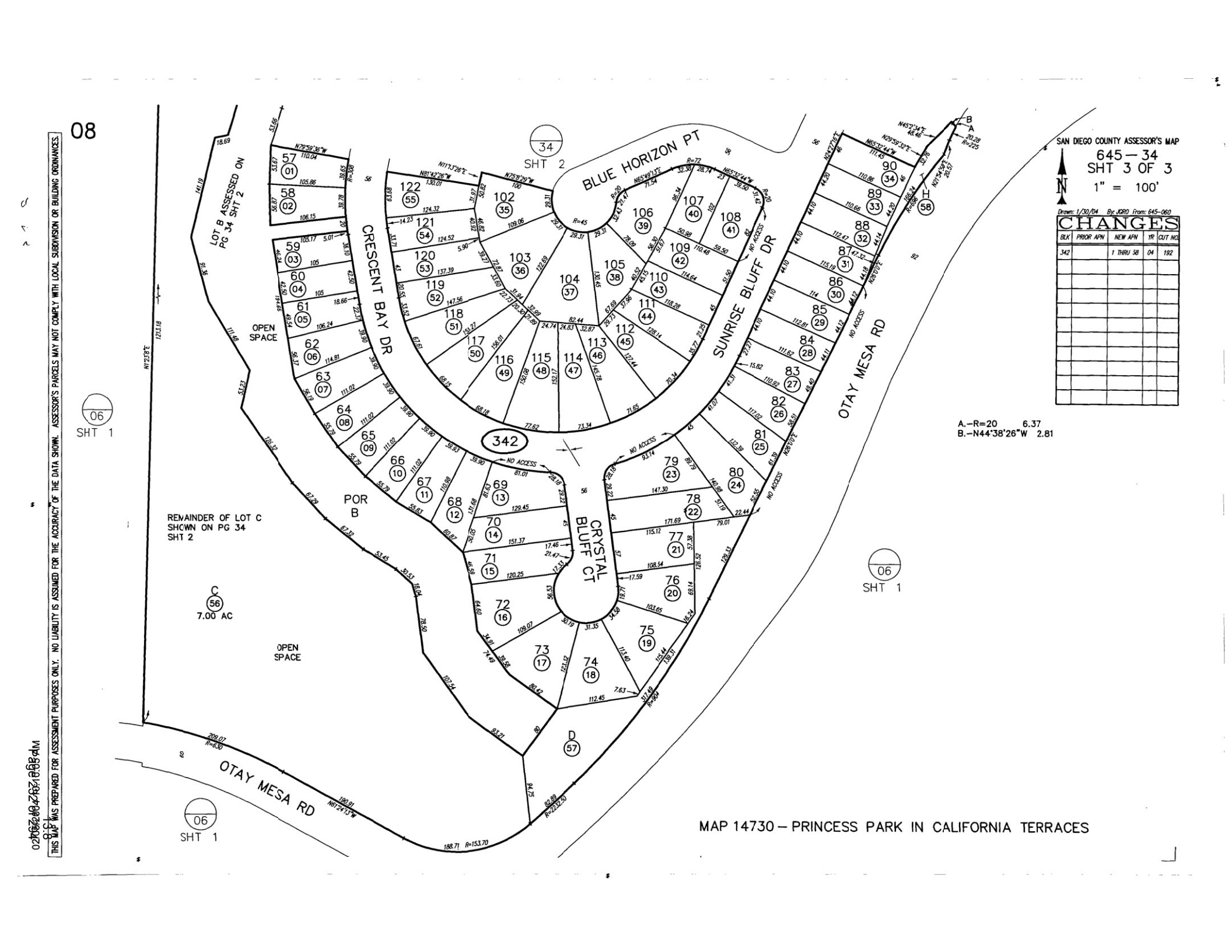
BLK	PRIOR APN	NEW APN	YR	CUT NO.
340		1 THRU 51	04	192

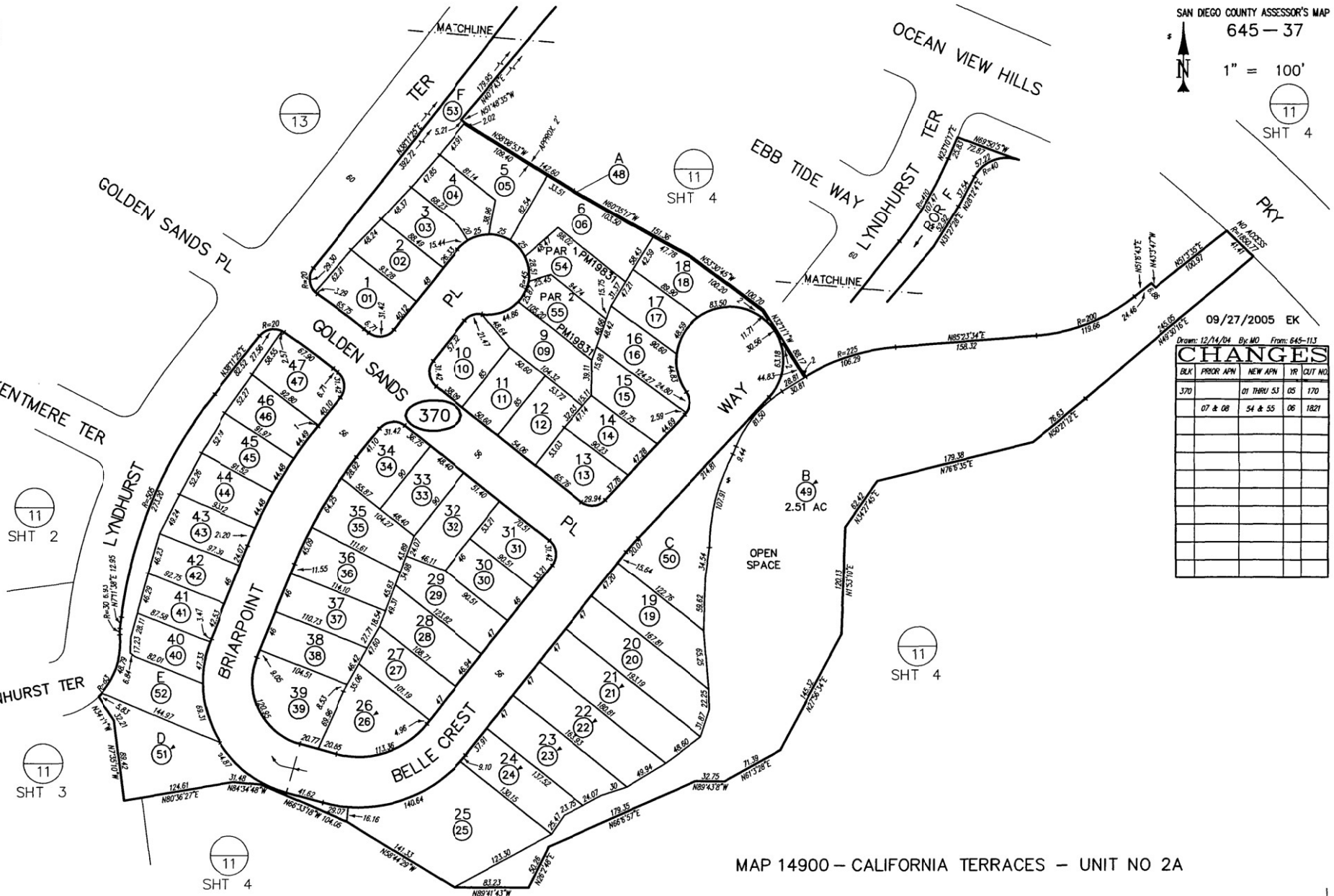


MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES

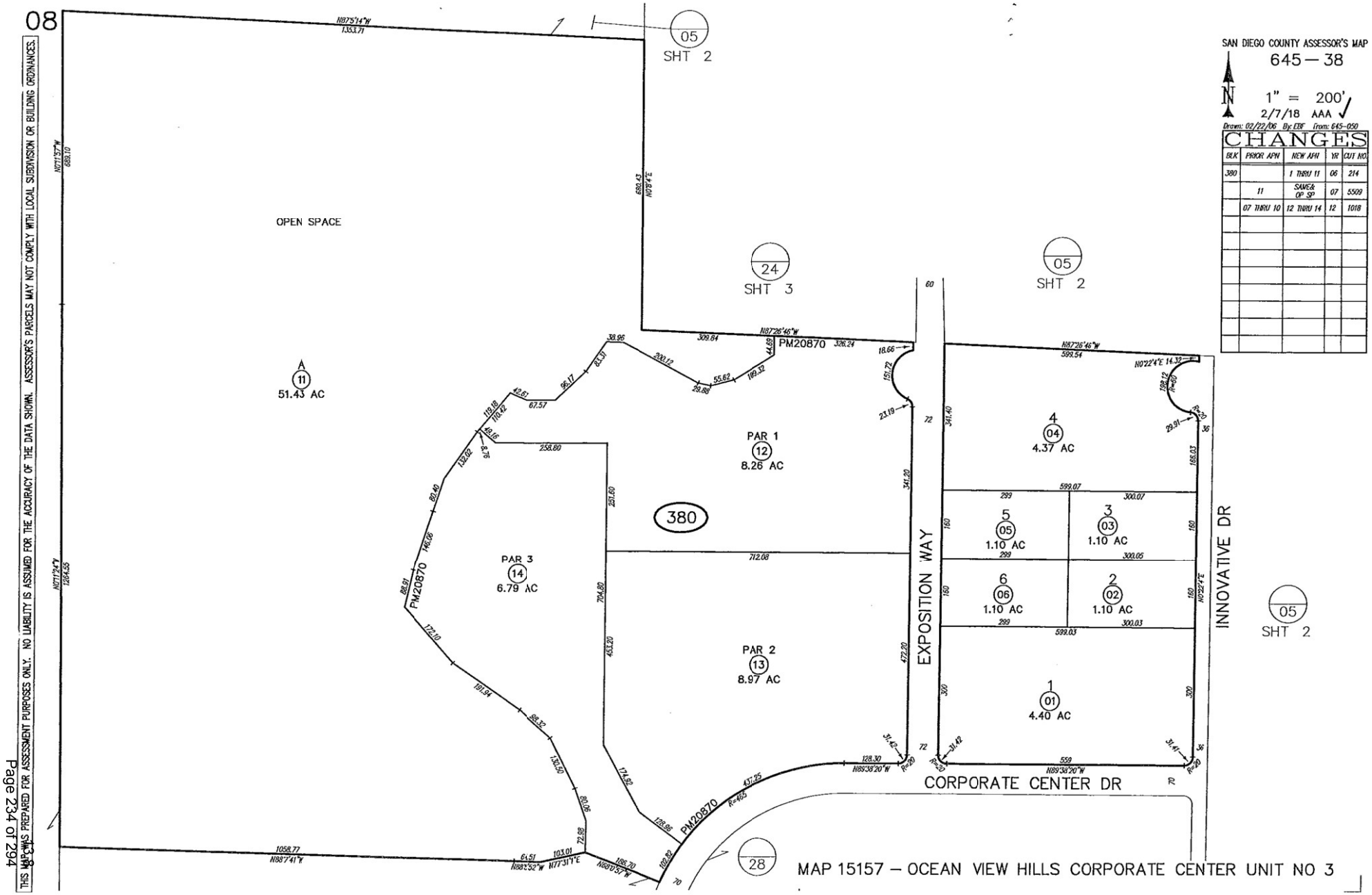
01/30/2004 09:39:36 Page 1 of 1


08
HWY 905
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 2 OF 3
1" = 100'
Drawn: 1/29/04 By: JGRO From: 645-060
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
341 | | 1 THRU 77 | 04 | 192
OPEN SPACE
F
76
2.86 AC
B
75
4.21 AC
06
SHT 1
POR
C
LOT C ASSESSED ON
PG 34 SHT 3
OPEN
SPACE
REMAINDER OF LOT B
SHOWN ON PG 34
SHT 3
EMERALD
CLIFF PT
CRESCENT BAY DR
341
BAY CREST LN
CRESCENT BAY DR
OTAY MESA RD
SUNRISE BLUFF DR
BLUE HORIZON PT
34
SHT 1
34
SHT 3
06
SHT 1
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES

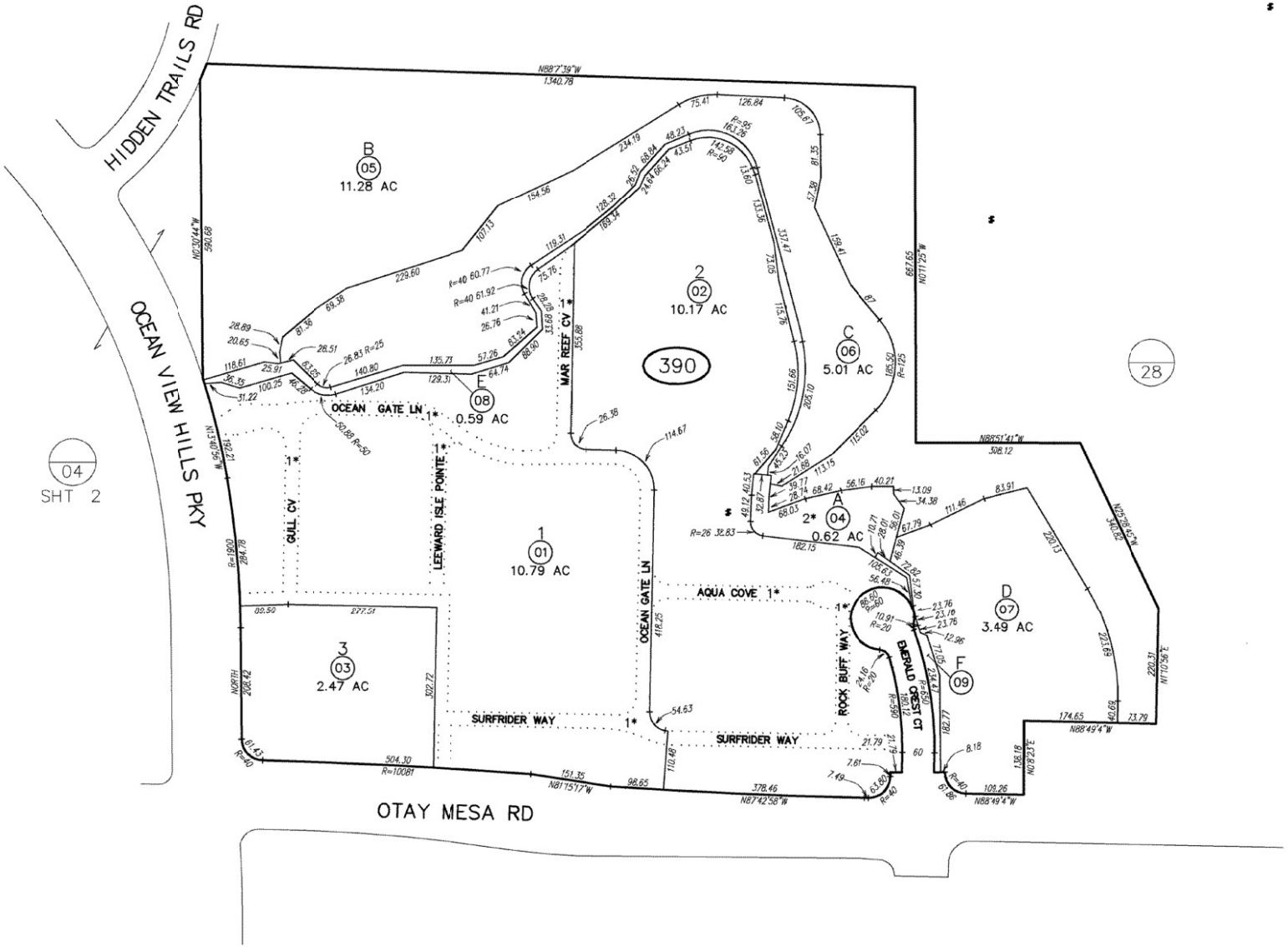

08
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 34
SHT 3 OF 3
1" = 100'
Drawn: 1/30/04 By: JGRO From: 645-060
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO.
342 | | 1 THRU 58 | 04 | 192
A.–R=20 6.37
B.–N44°38'26"W 2.81
BLUE HORIZON PT
CRESCENT BAY DR
SUNRISE BLUFF DR
CRYSTAL BLUFF CT
OTAY MESA RD
OPEN SPACE
REMAINDER OF LOT C SHOWN ON PG 34 SHT 2
POR B
LOT B ASSESSED ON PG 34 SHT 2
342
34 SHT 2
06 SHT 1
C 56 7.00 AC
D 57
MAP 14730 – PRINCESS PARK IN CALIFORNIA TERRACES



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.


08
SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 38
1" = 200'
2/7/18 AAA
Drawn: 02/22/06 By: EBF From: 645-050
CHANGES
BLK | PRIOR APN | NEW APN | YR | CUT NO
380 | | 1 THRU 11 | 06 | 214
| 11 | SAME& OP SP | 07 | 5509
| 07 THRU 10 | 12 THRU 14 | 12 | 1018
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.
OPEN SPACE
A
11
51.43 AC
PAR 1
12
8.26 AC
PAR 2
13
8.97 AC
PAR 3
14
6.79 AC
380
PM20870
4
04
4.37 AC
5
05
1.10 AC
3
03
1.10 AC
6
06
1.10 AC
2
02
1.10 AC
1
01
4.40 AC
EXPOSITION WAY
INNOVATIVE DR
CORPORATE CENTER DR
05
SHT 2
24
SHT 3
28
MAP 15157 — OCEAN VIEW HILLS CORPORATE CENTER UNIT NO 3

08



SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 39
N
1" = 200'

Drawn: 05/17/07 By: ARS From: 645-Q50

CHANGES

BLK	PRIOR APN	NEW APN	YR	CUT NO.
390		1 THRU 9	07	249

1* PRIVATE STREET
2* OPEN SPACE

MAP 15496 — CALIFORNIA TERRACES 13 & 14

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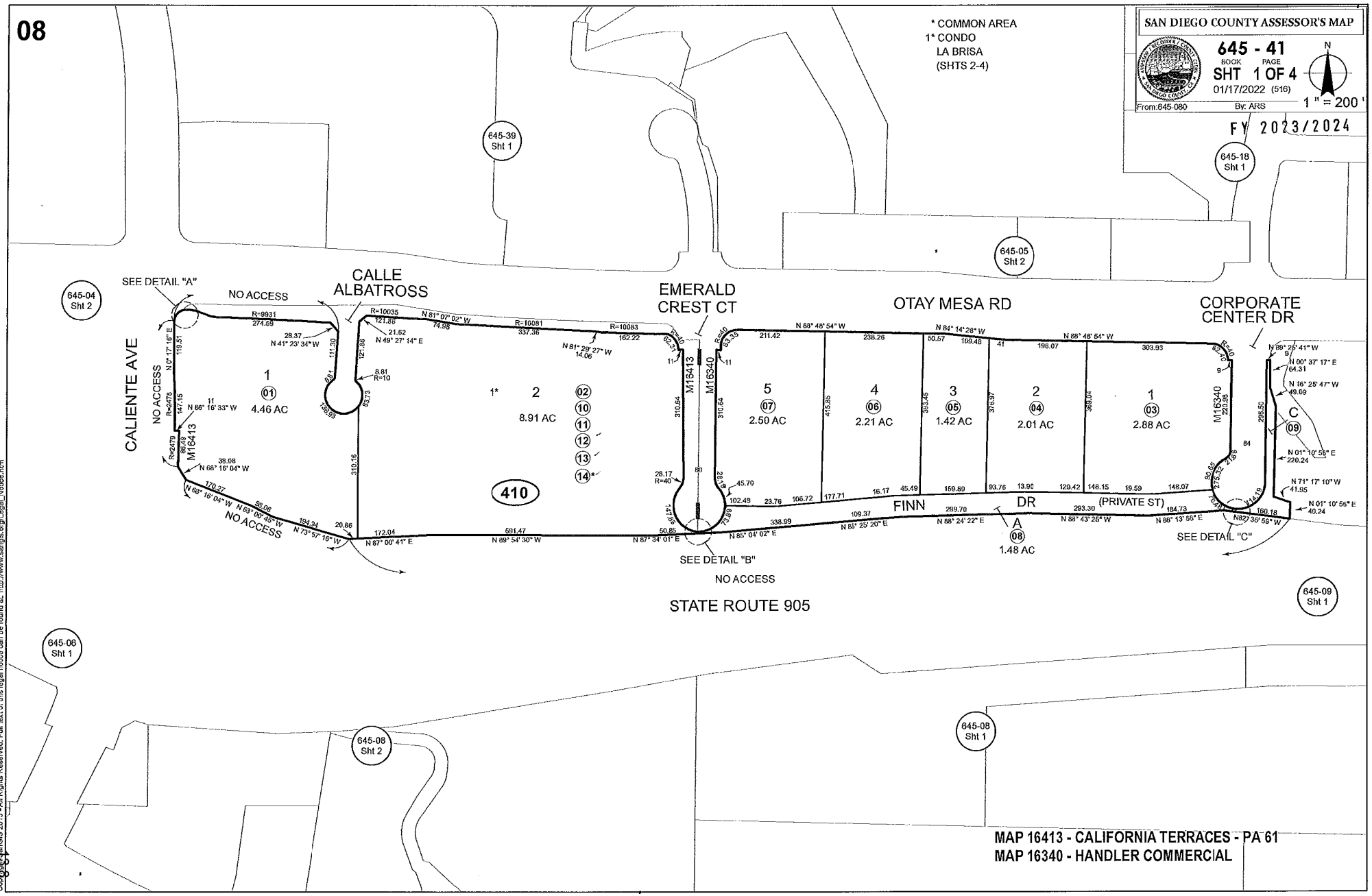

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08

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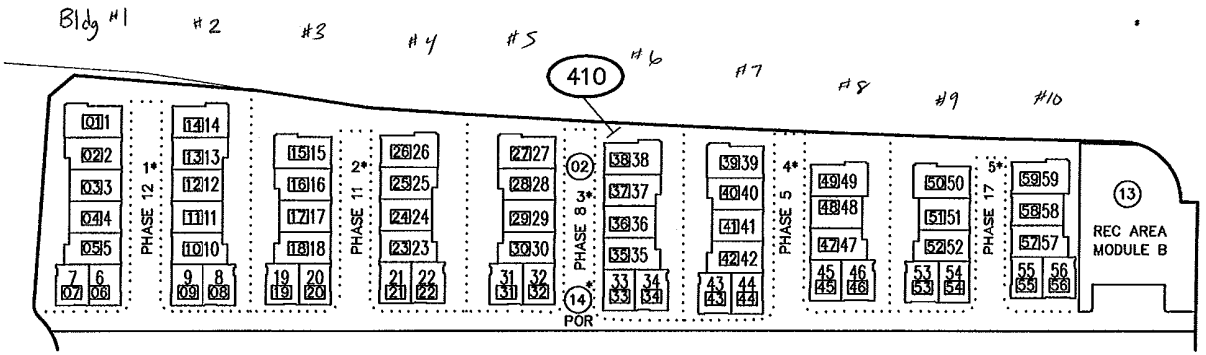


CONDOMINIUM

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 2
1" = 80'
01/17/2022 ARS

LA BRISA
PHASES 5,8,11,12,17
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 3&4.

1* PHASE 12
DOC 2021 -0204408
ASSESSMENT PAR NO
645-410-02 SUB ID [01]- [14]

2* PHASE 11
DOC 2021 -0204407
ASSESSMENT PAR NO
645-410-02 SUB ID [15]- [26]

3* PHASE 8
DOC 2021 -0204404
DOC 2021 -0404067
ASSESSMENT PAR NO
645-410-02 SUB ID [27]- [38]

4* PHASE 5
DOC 2021 -0204401
ASSESSMENT PAR NO
645-410-02 SUB ID [39]- [49]

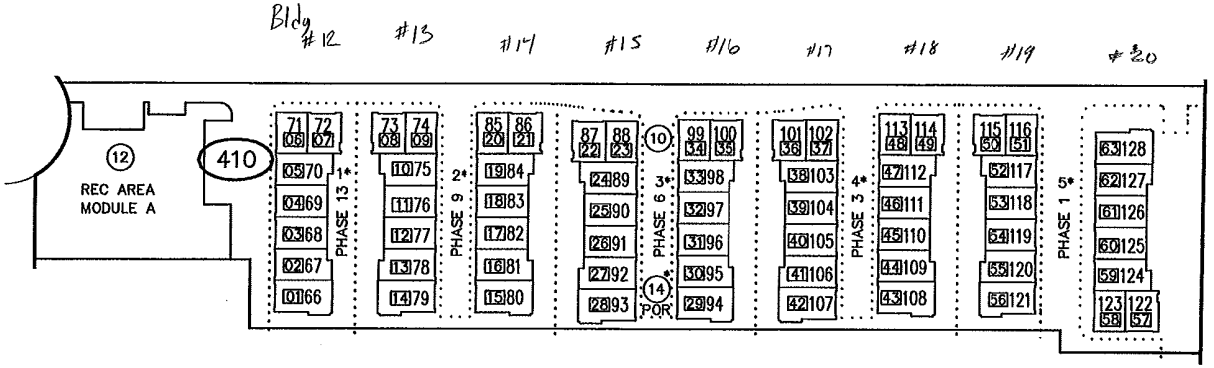
5* PHASE 17
DOC 2021 -0204413
ASSESSMENT PAR NO
645-410-02 SUB ID [50]- [59]

FY 2023/2024

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 3
1" = 80'
01/17/2022 ARS



CONDOMINIUM

LA BRISA
PHASES 1,3,6,9,13
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 2&4.

1* PHASE 13
DOC 2021 – 0204409
ASSESSMENT PAR NO
645–410–10 SUB ID 01 – 07

2* PHASE 9
DOC 2021 – 0204405
ASSESSMENT PAR NO
645–410–10 SUB ID 08 – 21

3* PHASE 6
DOC 2021 – 0204402
ASSESSMENT PAR NO
645–410–10 SUB ID 22 – 35

4* PHASE 3
DOC 2021 – 0204399
ASSESSMENT PAR NO
645–410–10 SUB ID 36 – 49

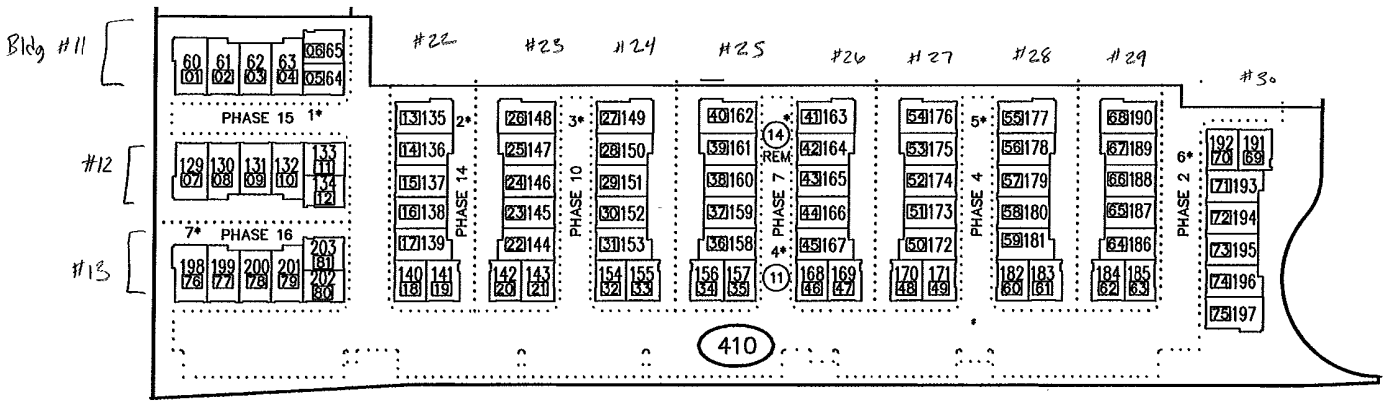
5* PHASE 1
DOC 2021 – 0174440
ASSESSMENT PAR NO
645–410–10 SUB ID 50 – 63

FY 2023/2024

08

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

SAN DIEGO COUNTY ASSESSOR'S MAP
645 – 41
SHT 4
1" = 80'
01/17/2022 ARS



CONDOMINIUM

LA BRISA
PHASES 2,4,7,10,14,15,16
LOT 2, MAP 16413

* COMMON AREA IN LOT 2 MAP 16413. REMAINDER SHOWN ON SHTS 2&3.

1* PHASE 15
DOC 2021 –204411
ASSESSMENT PAR NO
645–410–13 SUB ID [01]– [12]

2* PHASE 14
DOC 2021 –0204410
ASSESSMENT PAR NO
645–410–13 SUB ID [13]– [19]

3* PHASE 10
DOC 2021 –0204406
ASSESSMENT PAR NO
645–410–13 SUB ID [20]– [33]

4* PHASE 7
DOC 2021 –0204403
ASSESSMENT PAR NO
645–410–13 SUB ID [34]– [47]

5* PHASE 4
DOC 2021 –0204400
ASSESSMENT PAR NO
645–410–13 SUB ID [48]– [61]

6* PHASE 2
DOC 2021 –0204398
ASSESSMENT PAR NO
645–410–13 SUB ID [62]– [75]

7* PHASE 16
DOC 2021 –0204412
ASSESSMENT PAR NO
645–410–13 SUB ID [76]– [81]

FY 2023/2024

08

SAN DIEGO COUNTY ASSESSOR'S MAP
645 — 41
SHT 5
1" = 80'
TRA DETAIL:
Drawn: 02/9/2024 By: ARS

AGUALUNA
MODULES A THRU L
LOT 1, MAP 16496

* COMMON AREA

9* MODULE K
DOC 2023–0197111
ASSESSMENT PAR NO
645–410–01 SUB ID 55 – 61

10* MODULE L
DOC 2023–0197118
ASSESSMENT PAR NO
645–410–01 SUB ID 62 – 67

11* MODULE A
DOC 2023–0152159
DOC 2023–0197107
ASSESSMENT PAR NO
645–410–01 SUB ID 68 – 73

12* MODULE B
DOC 2023–0197108
ASSESSMENT PAR NO
645–410–01 SUB ID 74 – 79

1* MODULE D
DOC 2023–0197110
ASSESSMENT PAR NO
645–410–01 SUB ID 01 – 08

2* MODULE C
DOC 2023–0197109
ASSESSMENT PAR NO
645–410–01 SUB ID 09 – 13

3* MODULE H
DOC 2023–0197114
ASSESSMENT PAR NO
645–410–01 SUB ID 14 – 20

4* MODULE I
DOC 2023–0197115
ASSESSMENT PAR NO
645–410–01 SUB ID 21 – 27

5*MODULE G
DOC 2023–0197113
ASSESSMENT PAR NO
645–410–01 SUB ID 28 – 34

6* MODULE J
DOC 2023–0197116
ASSESSMENT PAR NO
645–410–01 SUB ID 35 – 41

7* MODULE F
DOC 2023–0197112
ASSESSMENT PAR NO
645–410–01 SUB ID 42 – 48

8* MODULE K
DOC 2023–0197117
ASSESSMENT PAR NO
645–410–01 SUB ID 49 – 54

CONDOMINIUM

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Exhibit G

Special Tax Roll for Fiscal Year 2024/2025

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
0	NA	645-040-55-00	$0.00	$0.00
0	NA	645-040-57-00	$42,705.63	$0.00
13530	F	645-110-28-00	$0.00	$0.00
13530	B	645-112-30-00	$0.00	$0.00
13530	D	645-112-31-00	$0.00	$0.00
13530	127	645-113-04-00	$0.00	$0.00
13530	A	645-113-05-00	$0.00	$0.00
13530	A	645-113-06-00	$0.00	$0.00
13530	C	645-113-07-00	$0.00	$0.00
13614	6	645-12-00-600	$1,324.07	$1,324.06
13614	5	645-120-05-00	$1,324.07	$1,324.06
13614	7	645-120-07-00	$1,324.07	$1,324.06
13614	4	645-120-04-00	$1,324.07	$1,324.06
13614	8	645-120-08-00	$982.80	$982.78
13614	3	645-120-03-00	$1,324.07	$1,324.06
13614	9	645-120-09-00	$1,215.60	$1,215.60
13614	2	645-120-02-00	$1,070.52	$1,070.50
13614	10	645-120-10-00	$1,215.60	$1,215.60
13614	11	645-120-11-00	$1,215.60	$1,215.60
13614	1	645-120-01-00	$1,324.07	$1,324.06
13614	12	645-120-12-00	$1,070.52	$1,070.50
13610	32	645-140-32-00	$949.57	$949.56
13610	33	645-140-33-00	$949.57	$949.56
13610	13	645-140-13-00	$949.57	$949.56
13610	34	645-140-34-00	$949.57	$949.56
13610	14	645-140-14-00	$1,174.51	$1,174.50
13610	35	645-140-35-00	$949.57	$949.56
13610	15	645-140-15-00	$949.57	$949.56
13610	36	645-140-36-00	$949.57	$949.56
13610	16	645-140-16-00	$949.57	$949.56
13610	37	645-140-37-00	$1,174.51	$1,174.50
13610	17	645-140-17-00	$1,174.51	$1,174.50
13610	38	645-140-38-00	$949.57	$949.56
13610	39	645-140-39-00	$1,174.51	$1,174.50
13928	69	645-211-51-00	$1,215.60	$1,215.60
13928	21	645-211-14-00	$1,215.60	$1,215.60
13610	30	645-140-30-00	$949.57	$949.56
13928	68	645-211-50-00	$1,221.91	$1,221.90
13610	40	645-140-40-00	$949.57	$949.56
13928	70	645-211-52-00	$1,215.60	$1,215.60
13928	20	645-211-13-00	$1,215.60	$1,215.60
13928	A	645-220-01-00	$0.00	$0.00
13928	67	645-211-49-00	$1,221.91	$1,221.90

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13928	19	645-211-12-00	$1,215.60	$1,215.60
13928	66	645-211-48-00	$1,221.91	$1,221.90
13928	18	645-211-11-00	$1,215.60	$1,215.60
13928	17	645-211-10-00	$1,215.60	$1,215.60
13928	71	645-211-53-00	$982.80	$982.78
13928	65	645-211-47-00	$1,221.91	$1,221.90
13610	31	645-140-31-00	$949.57	$949.56
13928	16	645-211-09-00	$1,215.60	$1,215.60
13928	22	645-211-15-00	$1,221.91	$1,221.90
13610	41	645-140-41-00	$1,174.51	$1,174.50
13928	64	645-211-46-00	$987.91	$987.90
13928	15	645-211-08-00	$982.80	$982.78
13928	23	645-211-16-00	$1,221.91	$1,221.90
13928	72	645-211-54-00	$1,215.60	$1,215.60
13928	63	645-211-45-00	$1,221.91	$1,221.90
13928	14	645-211-07-00	$1,215.60	$1,215.60
13928	24	645-211-17-00	$1,221.91	$1,221.90
13928	62	645-211-44-00	$1,221.91	$1,221.90
13928	13	645-211-06-00	$1,215.60	$1,215.60
13928	25	645-211-18-00	$1,221.91	$1,221.90
13928	73	645-211-55-00	$1,215.60	$1,215.60
13928	12	645-211-05-00	$982.80	$982.78
13928	61	645-211-43-00	$1,221.91	$1,221.90
13610	47	645-140-47-00	$1,174.51	$1,174.50
13928	11	645-211-04-00	$1,215.60	$1,215.60
13928	26	645-211-19-00	$1,221.91	$1,221.90
13613	81	645-141-33-00	$980.21	$980.20
13928	114	645-211-73-00	$1,215.60	$1,215.60
13928	60	645-211-42-00	$987.91	$987.90
13928	10	645-211-03-00	$1,215.60	$1,215.60
13613	123	645-142-34-00	$980.21	$980.20
13610	48	645-140-48-00	$949.57	$949.56
13928	27	645-211-20-00	$1,221.91	$1,221.90
13613	82	645-141-34-00	$1,212.40	$1,212.38
13928	115	645-211-74-00	$1,215.60	$1,215.60
13928	9	645-211-02-00	$1,215.60	$1,215.60
13613	122	645-142-33-00	$980.21	$980.20
13928	28	645-211-21-00	$1,221.91	$1,221.90
13613	83	645-141-35-00	$980.21	$980.20
13928	59	645-211-41-00	$1,221.91	$1,221.90
13613	96	645-142-07-00	$1,212.40	$1,212.38
13613	49	645-141-01-00	$949.57	$949.56
13613	102	645-142-13-00	$1,212.40	$1,212.38

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13928	8	645-211-01-00	$1,215.60	$1,215.60
13613	B	645-141-43-00	$0.00	$0.00
13928	29	645-211-22-00	$987.91	$987.90
13613	84	645-141-36-00	$1,212.40	$1,212.38
13613	95	645-142-06-00	$980.21	$980.20
13613	A	645-141-42-00	$0.00	$0.00
13613	121	645-142-32-00	$1,212.40	$1,212.38
13613	50	645-141-02-00	$1,174.51	$1,174.50
13613	85	645-141-37-00	$980.21	$980.20
13613	94	645-142-05-00	$1,212.40	$1,212.38
14469	85	645-311-45-00	$1,034.71	$807.46
13928	30	645-211-23-00	$1,221.91	$1,221.90
13928	125	645-210-17-00	$1,215.60	$1,215.60
13613	103	645-142-14-00	$980.21	$980.20
13928	H	645-220-02-00	$0.00	$0.00
13613	120	645-142-31-00	$980.21	$980.20
13613	86	645-141-38-00	$1,212.40	$1,212.38
14469	84	645-311-44-00	$1,096.53	$857.56
13928	126	645-210-18-00	$1,215.60	$1,215.60
13928	58	645-211-40-00	$987.91	$987.90
13613	93	645-142-04-00	$980.21	$980.20
14469	69	645-311-29-00	$1,060.22	$942.76
14469	86	645-311-46-00	$962.84	$887.66
13613	51	645-141-03-00	$949.57	$949.56
13928	31	645-211-24-00	$1,221.91	$1,221.90
13928	127	645-210-19-00	$1,215.60	$1,215.60
13613	104	645-142-15-00	$980.21	$980.20
13928	7	645-210-07-00	$1,215.60	$1,215.60
13613	119	645-142-30-00	$1,212.40	$1,212.38
13613	87	645-141-39-00	$980.21	$980.20
14469	83	645-311-43-00	$1,060.22	$942.76
13928	128	645-210-20-00	$1,215.60	$1,215.60
13613	92	645-142-03-00	$1,212.40	$1,212.38
14469	68	645-311-28-00	$1,038.72	$993.04
14469	87	645-311-47-00	$978.47	$935.04
13928	6	645-210-06-00	$982.80	$982.78
14469	41	645-311-01-00	$1,060.22	$942.76
13928	32	645-211-25-00	$1,221.91	$1,221.90
14469	21	645-310-21-00	$999.37	$887.66
13928	129	645-210-21-00	$1,215.60	$1,215.60
13613	105	645-142-16-00	$1,212.40	$1,212.38
13928	57	645-211-39-00	$1,221.91	$1,221.90
13928	5	645-210-05-00	$1,215.60	$1,215.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	118	645-142-29-00	$980.21	$980.20
13613	52	645-141-04-00	$949.57	$949.56
13613	88	645-141-40-00	$1,212.40	$1,212.38
14469	82	645-311-42-00	$1,038.72	$993.04
13928	130	645-210-22-00	$982.80	$982.78
13613	91	645-142-02-00	$980.21	$980.20
14469	67	645-311-27-00	$1,060.22	$942.76
14469	88	645-311-48-00	$999.37	$887.66
13928	4	645-210-04-00	$1,215.60	$1,215.60
14469	42	645-311-02-00	$1,038.72	$993.04
13928	33	645-211-26-00	$1,221.91	$1,221.90
14469	20	645-310-20-00	$978.47	$935.04
13928	131	645-210-23-00	$1,215.60	$1,215.60
13613	106	645-142-17-00	$980.21	$980.20
13928	3	645-210-03-00	$1,215.60	$1,215.60
13613	53	645-141-05-00	$1,174.51	$1,174.50
14469	81	645-311-41-00	$1,060.22	$942.76
13928	132	645-210-24-00	$1,215.60	$1,215.60
14469	66	645-311-26-00	$1,038.72	$993.04
14469	89	645-311-49-00	$978.47	$935.04
13928	2	645-210-02-00	$1,215.60	$1,215.60
13613	117	645-142-28-00	$1,212.40	$1,212.38
14469	43	645-311-03-00	$1,060.22	$942.76
13613	89	645-141-41-00	$980.21	$980.20
14469	19	645-310-19-00	$999.37	$887.66
13928	133	645-210-25-00	$1,215.60	$1,215.60
13613	67	645-141-19-00	$949.57	$949.56
13613	54	645-141-06-00	$949.57	$949.56
14469	80	645-311-40-00	$1,060.22	$942.76
13928	134	645-210-26-00	$1,215.60	$1,215.60
13613	107	645-142-18-00	$980.21	$980.20
14469	65	645-311-25-00	$1,060.22	$942.76
14469	90	645-311-50-00	$999.37	$887.66
13928	1	645-210-01-00	$1,215.60	$1,215.60
13613	116	645-142-27-00	$980.21	$980.20
14469	44	645-311-04-00	$1,038.72	$993.04
13928	34	645-211-27-00	$1,221.91	$1,221.90
14469	18	645-310-18-00	$978.47	$935.04
13928	135	645-210-27-00	$1,215.60	$1,215.60
13613	66	645-141-18-00	$1,174.51	$1,174.50
13928	56	645-211-38-00	$1,221.91	$1,221.90
13613	90	645-142-01-00	$980.21	$980.20
13613	55	645-141-07-00	$1,174.51	$1,174.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	79	645-311-39-00	$1,038.72	$993.04
13928	136	645-210-28-00	$1,215.60	$1,215.60
13613	108	645-142-19-00	$980.21	$980.20
14469	64	645-311-24-00	$1,060.22	$942.76
14469	91	645-311-51-00	$978.47	$935.04
14469	45	645-311-05-00	$1,060.22	$942.76
14469	17	645-310-17-00	$999.37	$887.66
13928	137	645-210-29-00	$982.80	$982.78
13613	56	645-141-08-00	$980.21	$980.20
14469	78	645-311-38-00	$1,096.53	$857.56
13928	F	645-213-36-00	$0.00	$0.00
13613	109	645-142-20-00	$1,212.40	$1,212.38
14469	63	645-311-23-00	$1,038.72	$993.04
14469	92	645-311-52-00	$999.37	$887.66
16109	2	645-040-74-25	$828.08	$811.62
16109	2	645-040-74-26	$828.08	$811.62
16109	2	645-040-74-27	$1,228.75	$1,007.16
16109	2	645-040-74-28	$1,228.75	$1,007.16
16109	2	645-040-74-29	$1,228.75	$1,007.16
16109	2	645-040-74-30	$1,228.75	$1,007.16
16109	2	645-040-74-31	$1,216.10	$1,107.18
14469	46	645-311-06-00	$1,096.53	$857.56
16109	2	645-040-78-34	$841.96	$825.56
16109	2	645-040-78-35	$841.96	$825.56
16109	2	645-040-78-36	$1,245.41	$1,024.44
16109	2	645-040-78-37	$1,245.41	$1,024.44
16109	2	645-040-78-38	$1,234.80	$1,126.18
14469	16	645-310-16-00	$978.47	$935.04
16109	2	645-040-74-50	$828.08	$811.62
16109	2	645-040-74-51	$828.08	$811.62
16109	2	645-040-74-52	$1,228.75	$1,007.16
16109	2	645-040-74-53	$1,228.75	$1,007.16
16109	2	645-040-74-54	$1,228.75	$1,007.16
16109	2	645-040-74-55	$1,228.75	$1,007.16
16109	2	645-040-74-56	$1,216.10	$1,107.18
14469	77	645-311-37-00	$1,038.72	$993.04
14217	106	645-270-43-00	$960.50	$916.44
14469	62	645-311-22-00	$1,096.53	$857.56
14469	93	645-311-53-00	$999.37	$887.66
14469	47	645-311-07-00	$1,060.22	$942.76
16109	2	645-040-74-57	$828.08	$811.62
16109	2	645-040-74-58	$828.08	$811.62
16109	2	645-040-74-59	$1,228.75	$1,007.16

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-60	$1,228.75	$1,007.16
16109	2	645-040-74-61	$1,228.75	$1,007.16
16109	2	645-040-74-62	$1,216.10	$1,107.18
13928	161	645-212-41-00	$1,246.70	$1,246.68
14469	15	645-310-15-00	$1,034.71	$807.46
13859	58	645-171-23-00	$980.21	$980.20
16109	2	645-040-74-32	$1,216.10	$1,107.18
16109	2	645-040-74-33	$1,228.75	$1,007.16
16109	2	645-040-74-34	$1,228.75	$1,007.16
16109	2	645-040-74-35	$1,228.75	$1,007.16
16109	2	645-040-74-36	$828.08	$811.62
16109	2	645-040-74-37	$828.08	$811.62
16109	2	645-040-79-49	$1,230.13	$1,007.16
16109	2	645-040-79-50	$866.23	$849.66
16109	2	645-040-79-51	$1,230.13	$1,007.16
16109	2	645-040-79-52	$866.23	$849.66
16109	2	645-040-79-53	$1,230.13	$1,007.16
16109	2	645-040-74-63	$1,216.10	$1,107.18
16109	2	645-040-74-65	$1,228.75	$1,007.16
16109	2	645-040-74-66	$1,228.75	$1,007.16
16109	2	645-040-74-67	$828.08	$811.62
16109	2	645-040-74-68	$828.08	$811.62
16109	2	645-040-74-64	$1,228.75	$1,007.16
16109	2	645-040-78-01	$841.96	$825.56
16109	2	645-040-78-02	$841.96	$825.56
16109	2	645-040-78-03	$1,245.41	$1,024.44
16109	2	645-040-78-04	$1,245.41	$1,024.44
16109	2	645-040-78-05	$1,245.41	$1,024.44
16109	2	645-040-78-06	$1,234.80	$1,126.18
14217	50	645-271-13-00	$980.47	$865.52
13928	35	645-211-28-00	$1,221.91	$1,221.90
14469	76	645-311-36-00	$1,038.72	$993.04
14217	105	645-270-42-00	$983.30	$869.96
16109	2	645-040-78-07	$1,234.80	$1,126.18
16109	2	645-040-78-08	$1,245.41	$1,024.44
16109	2	645-040-78-09	$1,245.41	$1,024.44
16109	2	645-040-78-10	$1,245.41	$1,024.44
16109	2	645-040-78-11	$841.96	$825.56
16109	2	645-040-78-12	$841.96	$825.56
13928	160	645-212-40-00	$1,246.70	$1,246.68
14469	61	645-311-21-00	$1,060.22	$942.76
14469	94	645-311-54-00	$999.37	$887.66
14469	48	645-311-08-00	$1,060.22	$942.76

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14469	14	645-310-14-00	$999.37	$887.66
14217	83	645-270-20-00	$983.30	$869.96
14217	51	645-271-14-00	$1,021.15	$787.32
13928	36	645-211-29-00	$1,221.91	$1,221.90
13928	162	645-212-42-00	$1,007.96	$1,007.96
14469	75	645-311-35-00	$1,060.22	$942.76
14217	104	645-270-41-00	$960.50	$916.44
14217	75	645-271-38-00	$980.47	$865.52
13928	55	645-211-37-00	$1,221.91	$1,221.90
14469	60	645-311-20-00	$1,060.22	$942.76
14469	95	645-311-55-00	$978.47	$935.04
14469	49	645-311-09-00	$1,038.72	$993.04
14469	13	645-310-13-00	$978.47	$935.04
13859	57	645-171-22-00	$1,212.40	$1,212.38
13928	159	645-212-39-00	$1,246.70	$1,246.68
14217	84	645-270-21-00	$960.50	$916.44
14217	52	645-271-15-00	$980.47	$865.52
13928	37	645-211-30-00	$1,221.91	$1,221.90
14469	74	645-311-34-00	$1,060.22	$942.76
14217	103	645-270-40-00	$1,021.95	$791.40
14217	74	645-271-37-00	$956.37	$911.68
13859	19	645-171-01-00	$982.80	$982.78
14469	59	645-311-19-00	$1,096.53	$857.56
14469	96	645-311-56-00	$999.37	$887.66
14469	50	645-311-10-00	$1,060.22	$942.76
13928	163	645-212-43-00	$1,246.70	$1,246.68
14469	12	645-310-12-00	$999.37	$887.66
14217	73	645-271-36-00	$1,021.15	$787.32
14217	85	645-270-22-00	$1,021.95	$791.40
14217	53	645-271-16-00	$956.37	$911.68
13928	38	645-211-31-00	$1,221.91	$1,221.90
14469	73	645-311-33-00	$978.47	$935.04
14217	102	645-270-39-00	$983.30	$869.96
14217	72	645-271-35-00	$956.37	$911.68
13928	54	645-211-36-00	$1,221.91	$1,221.90
13928	158	645-212-38-00	$1,007.96	$1,007.96
14469	58	645-311-18-00	$999.37	$887.66
14469	97	645-311-57-00	$978.47	$935.04
14469	51	645-311-11-00	$1,060.22	$942.76
14469	11	645-310-11-00	$1,034.71	$807.46
13859	56	645-171-21-00	$1,212.40	$1,212.38
13859	59	645-171-24-00	$1,212.40	$1,212.38
15157	2	645-380-02-00	$0.00	$0.00

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14217	86	645-270-23-00	$983.30	$869.96
14217	54	645-271-17-00	$1,021.15	$787.32
14217	107	645-270-44-00	$1,021.95	$791.40
13928	164	645-212-44-00	$1,246.70	$1,246.68
14469	72	645-311-32-00	$999.37	$887.66
14217	101	645-270-38-00	$960.50	$916.44
14217	71	645-271-34-00	$980.47	$865.52
13859	20	645-171-02-00	$1,215.60	$1,215.60
14469	57	645-311-17-00	$978.47	$935.04
14469	98	645-311-58-00	$1,034.71	$807.46
14217	123	645-270-60-00	$983.30	$869.96
20870	PAR 1	645-380-12-00	$0.00	$0.00
14469	52	645-311-12-00	$1,038.72	$993.04
14469	10	645-310-10-00	$999.37	$887.66
15157	6	645-380-0600	$0.00	$0.00
14217	70	645-271-33-00	$956.37	$911.68
13928	53	645-211-35-00	$1,221.91	$1,221.90
13928	157	645-212-37-00	$1,246.70	$1,246.68
14217	87	645-270-24-00	$960.50	$916.44
14217	55	645-271-18-00	$980.47	$865.52
13928	39	645-211-32-00	$1,221.91	$1,221.90
13859	18	645-170-18-00	$982.80	$982.78
14469	71	645-311-31-00	$999.37	$887.66
14217	108	645-270-45-00	$960.50	$916.44
14217	100	645-270-37-00	$983.30	$869.96
14469	56	645-311-16-00	$999.37	$887.66
14469	99	645-311-59-00	$999.37	$887.66
14469	53	645-311-13-00	$1,060.22	$942.76
13928	165	645-212-45-00	$1,246.70	$1,246.68
14469	9	645-310-09-00	$999.37	$887.66
13859	55	645-171-20-00	$1,212.40	$1,212.38
14217	69	645-271-32-00	$1,021.15	$787.32
13859	60	645-171-25-00	$1,212.40	$1,212.38
14217	88	645-270-25-00	$1,021.95	$791.40
14217	56	645-271-19-00	$956.37	$911.68
14469	70	645-311-30-00	$1,034.71	$807.46
14217	109	645-270-46-00	$983.30	$869.96
14217	99	645-270-36-00	$960.50	$916.44
13928	52	645-211-34-00	$1,221.91	$1,221.90
14217	124	645-270-61-00	$1,021.95	$791.40
14217	122	645-270-59-00	$960.50	$916.44
13859	21	645-171-03-00	$1,215.60	$1,215.60
13928	156	645-212-36-00	$1,246.70	$1,246.68

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	55	645-311-15-00	$978.47	$935.04
14469	54	645-311-14-00	$1,096.53	$857.56
14469	160	645-312-61-00	$983.30	$869.96
13928	40	645-211-33-00	$1,221.91	$1,221.90
14217	68	645-271-31-00	$980.47	$865.52
14469	149	645-312-50-00	$983.30	$869.96
14217	89	645-270-26-00	$983.30	$869.96
14217	57	645-271-20-00	$1,021.15	$787.32
13928	166	645-212-46-00	$1,246.70	$1,246.68
14217	110	645-270-47-00	$960.50	$916.44
14217	98	645-270-35-00	$983.30	$869.96
14217	125	645-270-62-00	$1,021.95	$791.40
14217	121	645-270-58-00	$983.30	$869.96
14469	159	645-312-60-00	$1,021.95	$791.40
13859	17	645-170-17-00	$1,215.60	$1,215.60
13859	54	645-171-19-00	$1,212.40	$1,212.38
14217	67	645-271-30-00	$956.37	$911.68
14469	150	645-312-51-00	$960.50	$916.44
13928	51	645-212-11-00	$987.91	$987.90
13928	155	645-212-35-00	$1,246.70	$1,246.68
13859	61	645-171-26-00	$1,212.40	$1,212.38
14217	90	645-270-27-00	$1,021.95	$791.40
14217	58	645-271-21-00	$980.47	$865.52
14217	111	645-270-48-00	$1,021.95	$791.40
14217	126	645-270-63-00	$960.50	$916.44
13859	22	645-171-04-00	$1,215.60	$1,215.60
14217	120	645-270-57-00	$960.50	$916.44
14469	158	645-312-59-00	$983.30	$869.96
14217	97	645-270-34-00	$960.50	$916.44
14217	66	645-271-29-00	$980.47	$865.52
14469	151	645-312-52-00	$983.30	$869.96
14469	118	645-312-19-00	$1,034.71	$807.46
14217	91	645-270-28-00	$983.30	$869.96
14217	59	645-271-22-00	$956.37	$911.68
14217	112	645-270-49-00	$983.30	$869.96
14469	119	645-312-20-00	$978.47	$935.04
13928	50	645-212-10-00	$1,221.91	$1,221.90
14217	127	645-270-64-00	$983.30	$869.96
14469	111	645-312-12-00	$999.37	$887.66
14217	119	645-270-56-00	$983.30	$869.96
14469	157	645-312-58-00	$960.50	$916.44
13859	53	645-171-18-00	$1,212.40	$1,212.38
14217	65	645-271-28-00	$1,021.15	$787.32

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	152	645-312-53-00	$983.30	$869.96
14469	117	645-312-18-00	$999.37	$887.66
14217	92	645-270-29-00	$1,021.95	$791.40
14217	60	645-271-23-00	$980.47	$865.52
13928	B	645-211-75-00	$0.00	$0.00
13859	16	645-170-16-00	$1,215.60	$1,215.60
14217	113	645-270-50-00	$960.50	$916.44
14469	120	645-312-21-00	$999.37	$887.66
14217	128	645-270-65-00	$960.50	$916.44
14217	118	645-270-55-00	$1,021.95	$791.40
13859	23	645-171-05-00	$1,215.60	$1,215.60
14469	112	645-312-13-00	$978.47	$935.04
14469	156	645-312-57-00	$983.30	$869.96
14217	64	645-271-27-00	$956.37	$911.68
14469	153	645-312-54-00	$1,021.95	$791.40
13928	49	645-212-09-00	$1,221.91	$1,221.90
16109	2	645-040-77-01	$828.08	$811.62
16109	2	645-040-77-02	$828.08	$811.62
16109	2	645-040-77-03	$1,228.75	$1,007.16
16109	2	645-040-77-04	$1,228.75	$1,007.16
16109	2	645-040-77-05	$1,228.75	$1,007.16
16109	2	645-040-77-06	$1,216.10	$1,107.18
14217	93	645-270-30-00	$960.50	$916.44
16109	2	645-040-78-27	$841.96	$825.56
16109	2	645-040-78-28	$841.96	$825.56
16109	2	645-040-78-29	$1,245.41	$1,024.44
16109	2	645-040-78-30	$1,245.41	$1,024.44
16109	2	645-040-78-31	$1,245.41	$1,024.44
16109	2	645-040-78-32	$1,245.41	$1,024.44
16109	2	645-040-78-33	$1,234.80	$1,126.18
14217	61	645-271-24-00	$1,021.15	$787.32
13928	152	645-213-15-00	$1,246.70	$1,246.68
14217	114	645-270-51-00	$983.30	$869.96
14469	121	645-312-22-00	$978.47	$935.04
14217	96	645-270-33-00	$983.30	$869.96
16109	2	645-040-77-18	$828.08	$811.62
16109	2	645-040-77-19	$828.08	$811.62
16109	2	645-040-77-20	$1,228.75	$1,007.16
16109	2	645-040-77-21	$1,228.75	$1,007.16
16109	2	645-040-77-22	$1,228.75	$1,007.16
16109	2	645-040-77-23	$1,228.75	$1,007.16
16109	2	645-040-77-24	$1,216.10	$1,107.18
16109	2	645-040-78-20	$1,234.80	$1,126.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-21	$1,245.41	$1,024.44
16109	2	645-040-78-22	$1,245.41	$1,024.44
16109	2	645-040-78-23	$1,245.41	$1,024.44
16109	2	645-040-78-24	$1,245.41	$1,024.44
16109	2	645-040-78-25	$841.96	$825.56
16109	2	645-040-78-26	$841.96	$825.56
14217	129	645-270-66-00	$983.30	$869.96
14217	117	645-270-54-00	$983.30	$869.96
13928	151	645-213-14-00	$1,246.70	$1,246.68
16109	2	645-040-77-12	$1,216.10	$1,107.18
16109	2	645-040-77-13	$1,228.75	$1,007.16
16109	2	645-040-77-14	$1,228.75	$1,007.16
16109	2	645-040-77-15	$1,228.75	$1,007.16
16109	2	645-040-77-16	$828.08	$811.62
16109	2	645-040-77-17	$828.08	$811.62
14469	155	645-312-56-00	$983.30	$869.96
14469	138	645-312-39-00	$999.37	$887.66
13859	52	645-171-17-00	$1,212.40	$1,212.38
14217	63	645-271-26-00	$980.47	$865.52
14469	154	645-312-55-00	$960.50	$916.44
14469	113	645-312-14-00	$999.37	$887.66
14217	94	645-270-31-00	$983.30	$869.96
14217	62	645-271-25-00	$956.37	$911.68
14217	115	645-270-52-00	$960.50	$916.44
14469	122	645-312-23-00	$999.37	$887.66
16109	2	645-040-80-44	$1,230.13	$1,007.16
16109	2	645-040-80-45	$866.23	$849.66
16109	2	645-040-80-46	$1,230.13	$1,007.16
16109	2	645-040-80-47	$866.23	$849.66
16109	2	645-040-80-48	$1,230.13	$1,007.16
14217	95	645-270-32-00	$960.50	$916.44
13928	48	645-212-08-00	$1,246.70	$1,246.68
14217	116	645-270-53-00	$960.50	$916.44
13859	24	645-171-06-00	$982.80	$982.78
13859	L	645-170-27-00	$0.00	$0.00
13859	15	645-170-15-00	$1,215.60	$1,215.60
14469	137	645-312-38-00	$1,034.71	$807.46
14469	123	645-312-24-00	$978.47	$935.04
13928	153	645-213-16-00	$1,246.70	$1,246.68
14469	136	645-312-37-00	$999.37	$887.66
13859	51	645-171-16-00	$1,212.40	$1,212.38
13928	47	645-212-07-00	$1,246.70	$1,246.68
13928	150	645-213-13-00	$1,246.70	$1,246.68

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	124	645-312-25-00	$999.37	$887.66
13859	25	645-171-07-00	$1,215.60	$1,215.60
14469	114	645-312-15-00	$978.47	$935.04
14469	135	645-312-36-00	$978.47	$935.04
13859	14	645-170-14-00	$1,215.60	$1,215.60
14469	125	645-312-26-00	$978.47	$935.04
13928	46	645-212-06-00	$1,246.70	$1,246.68
14469	134	645-312-35-00	$999.37	$887.66
13859	50	645-171-15-00	$1,212.40	$1,212.38
16109	2	645-040-77-25	$1,216.10	$1,107.18
16109	2	645-040-77-26	$1,228.75	$1,007.16
16109	2	645-040-77-28	$1,228.75	$1,007.16
16109	2	645-040-77-29	$1,228.75	$1,007.16
16109	2	645-040-77-30	$828.08	$811.62
16109	2	645-040-77-31	$828.08	$811.62
16109	2	645-040-77-27	$1,228.75	$1,007.16
16109	2	645-040-78-13	$841.96	$825.56
16109	2	645-040-78-14	$841.96	$825.56
16109	2	645-040-78-15	$1,245.41	$1,024.44
16109	2	645-040-78-16	$1,245.41	$1,024.44
16109	2	645-040-78-17	$1,245.41	$1,024.44
16109	2	645-040-78-18	$1,245.41	$1,024.44
16109	2	645-040-78-19	$1,234.80	$1,126.18
13928	154	645-213-17-00	$1,246.70	$1,246.68
14469	126	645-312-27-00	$1,034.71	$807.46
16109	2	645-040-77-07	$1,216.10	$1,107.18
16109	2	645-040-77-08	$1,228.75	$1,007.16
16109	2	645-040-77-09	$1,228.75	$1,007.16
16109	2	645-040-77-10	$828.08	$811.62
16109	2	645-040-77-11	$828.08	$811.62
13859	26	645-171-08-00	$1,215.60	$1,215.60
13928	143	645-213-06-00	$1,246.70	$1,246.68
14469	133	645-312-34-00	$978.47	$935.04
13928	45	645-212-05-00	$1,246.70	$1,246.68
13928	142	645-213-05-00	$1,246.70	$1,246.68
14469	115	645-312-16-00	$999.37	$887.66
14469	127	645-312-28-00	$999.37	$887.66
13859	13	645-170-13-00	$1,215.60	$1,215.60
14469	132	645-312-33-00	$1,034.71	$807.46
13859	49	645-171-14-00	$1,215.60	$1,215.60
14469	116	645-312-17-00	$999.37	$887.66
13928	144	645-213-07-00	$1,246.70	$1,246.68
14469	128	645-312-29-00	$999.37	$887.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	44	645-212-04-00	$1,007.96	$1,007.96
13928	141	645-213-04-00	$1,246.70	$1,246.68
13859	27	645-171-09-00	$982.80	$982.78
14469	129	645-312-30-00	$978.47	$935.04
13928	145	645-213-08-00	$1,246.70	$1,246.68
13859	48	645-171-13-00	$1,215.60	$1,215.60
13928	43	645-212-03-00	$1,246.70	$1,246.68
13928	140	645-213-03-00	$1,007.96	$1,007.96
14469	131	645-312-32-00	$999.37	$887.66
13859	12	645-170-12-00	$1,215.60	$1,215.60
14469	130	645-312-31-00	$1,034.71	$807.46
13859	28	645-171-10-00	$1,215.60	$1,215.60
13928	41	645-212-01-00	$1,246.70	$1,246.68
13928	42	645-212-02-00	$1,246.70	$1,246.68
13928	139	645-213-02-00	$1,246.70	$1,246.68
13859	47	645-171-12-00	$1,215.60	$1,215.60
13859	29	645-171-11-00	$1,215.60	$1,215.60
13928	146	645-213-09-00	$1,246.70	$1,246.68
13859	11	645-170-11-00	$982.80	$982.78
13928	138	645-213-01-00	$1,246.70	$1,246.68
13859	D	645-171-50-00	$0.00	$0.00
13859	10	645-170-10-00	$1,215.60	$1,215.60
13859	46	645-172-17-00	$1,215.60	$1,215.60
13859	30	645-172-01-00	$1,215.60	$1,215.60
13859	84	645-172-18-00	$1,215.60	$1,215.60
13859	101	645-172-35-00	$1,215.60	$1,215.60
13859	85	645-172-19-00	$1,215.60	$1,215.60
16109	2	645-040-77-32	$1,228.75	$1,007.16
16109	2	645-040-77-33	$1,228.75	$1,007.16
16109	2	645-040-77-34	$1,228.75	$1,007.16
16109	2	645-040-77-35	$1,216.10	$1,107.18
16109	2	645-040-77-36	$1,228.75	$1,007.16
16109	2	645-040-77-37	$1,228.75	$1,007.16
16109	2	645-040-77-38	$1,228.75	$1,007.16
16109	2	645-040-77-39	$1,228.75	$1,007.16
16109	2	645-040-77-40	$1,216.10	$1,107.18
16109	2	645-040-77-41	$1,228.75	$1,007.16
16109	2	645-040-77-42	$1,228.75	$1,007.16
16109	2	645-040-77-43	$1,228.75	$1,007.16
13859	45	645-172-16-00	$1,215.60	$1,215.60
13859	31	645-172-02-00	$1,215.60	$1,215.60
13859	9	645-170-09-00	$1,215.60	$1,215.60
13859	100	645-172-34-00	$1,215.60	$1,215.60

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13859	86	645-172-20-00	$1,215.60	$1,215.60
13859	B	645-170-26-00	$0.00	$0.00
13859	44	645-172-15-00	$1,215.60	$1,215.60
13859	A	645-170-25-00	$0.00	$0.00
13859	32	645-172-03-00	$982.80	$982.78
13859	87	645-172-21-00	$982.80	$982.78
13859	99	645-172-33-00	$1,215.60	$1,215.60
13859	43	645-172-14-00	$1,215.60	$1,215.60
13859	8	645-170-08-00	$1,215.60	$1,215.60
13859	88	645-172-22-00	$1,215.60	$1,215.60
13859	98	645-172-32-00	$1,215.60	$1,215.60
13859	33	645-172-04-00	$1,215.60	$1,215.60
13859	42	645-172-13-00	$982.80	$982.78
13859	89	645-172-23-00	$1,215.60	$1,215.60
13859	G	645-172-38-00	$0.00	$0.00
13859	97	645-172-31-00	$1,215.60	$1,215.60
13859	F	645-172-37-00	$0.00	$0.00
13859	7	645-170-07-00	$1,215.60	$1,215.60
13859	34	645-172-05-00	$1,215.60	$1,215.60
13859	90	645-172-24-00	$982.80	$982.78
13859	41	645-172-12-00	$1,215.60	$1,215.60
13859	91	645-172-25-00	$1,215.60	$1,215.60
13859	96	645-172-30-00	$1,215.60	$1,215.60
16109	2	645-040-74-02	$1,228.75	$1,007.16
16109	2	645-040-74-01	$1,328.76	$1,107.18
16109	2	645-040-74-03	$1,228.75	$1,007.16
16109	2	645-040-74-04	$1,216.10	$1,107.18
16109	2	645-040-74-05	$1,228.75	$1,007.16
16109	2	645-040-74-06	$1,228.75	$1,007.16
16109	2	645-040-74-07	$1,228.75	$1,007.16
16109	2	645-040-74-08	$1,228.75	$1,007.16
16109	2	645-040-74-09	$1,216.10	$1,107.18
16109	2	645-040-74-10	$1,228.75	$1,007.16
16109	2	645-040-74-11	$1,228.75	$1,007.16
16109	2	645-040-74-12	$1,228.75	$1,007.16
13859	40	645-172-11-00	$982.80	$982.78
13859	35	645-172-06-00	$1,215.60	$1,215.60
13859	6	645-170-06-00	$1,215.60	$1,215.60
16109	2	645-040-77-91	$1,245.41	$1,024.44
16109	2	645-040-77-80	$1,245.41	$1,024.44
16109	2	645-040-77-81	$1,245.41	$1,024.44
16109	2	645-040-77-82	$1,245.41	$1,024.44
16109	2	645-040-77-83	$1,234.80	$1,126.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-84	$1,245.41	$1,024.44
16109	2	645-040-77-85	$1,245.41	$1,024.44
16109	2	645-040-77-86	$1,245.41	$1,024.44
16109	2	645-040-77-87	$1,245.41	$1,024.44
16109	2	645-040-77-88	$1,234.80	$1,126.18
16109	2	645-040-77-89	$1,245.41	$1,024.44
16109	2	645-040-77-90	$1,245.41	$1,024.44
13859	92	645-172-26-00	$1,215.60	$1,215.60
13859	95	645-172-29-00	$1,215.60	$1,215.60
13859	5	645-170-05-00	$1,215.60	$1,215.60
13859	39	645-172-10-00	$1,215.60	$1,215.60
13859	36	645-172-07-00	$1,215.60	$1,215.60
13859	93	645-172-27-00	$1,215.60	$1,215.60
13859	38	645-172-09-00	$1,215.60	$1,215.60
13859	94	645-172-28-00	$1,215.60	$1,215.60
13859	37	645-172-08-00	$1,215.60	$1,215.60
13859	4	645-170-04-00	$1,215.60	$1,215.60
13859	M	645-172-40-00	$0.00	$0.00
13859	3	645-170-03-00	$1,215.60	$1,215.60
13859	2	645-170-02-00	$1,215.60	$1,215.60
13859	1	645-170-01-00	$1,215.60	$1,215.60
15157	1	645-380-01-00	$0.00	$0.00
14258	11	645-280-26-00	$0.00	$0.00
20870	PAR 2	645-380-13-00	$0.00	$0.00
14258	4	645-280-04-00	$0.00	$0.00
14258	3	645-280-03-00	$0.00	$0.00
14258	2	645-280-02-00	$0.00	$0.00
14258	1	645-280-01-00	$0.00	$0.00
16413	2	645-410-11-01	$1,638.14	$1,506.52
16413	2	645-410-11-02	$1,638.17	$1,370.44
16413	2	645-410-11-03	$1,638.17	$1,370.44
16413	2	645-410-11-04	$1,638.17	$1,370.44
16413	2	645-410-11-05	$1,124.25	$1,104.38
16413	2	645-410-11-06	$1,124.28	$983.74
16413	2	645410-11-07	$1,638.14	$1,506.52
16413	2	645-410-11-08	$1,638.17	$1,370.44
16413	2	645-410-11-09	$1,638.17	$1,370.44
16413	2	645-410-11-10	$1,638.17	$1,370.44
16413	2	645-410-11-11	$1,124.25	$1,104.38
16413	2	645-410-11-12	$1,124.28	$983.74
16413	2	645-410-10-57	$1,037.24	$905.32
16413	2	645-410-10-58	$1,034.99	$1,016.34
16413	2	645-410-10-59	$1,512.50	$1,261.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-60	$1,512.50	$1,261.18
16413	2	645-410-10-61	$1,512.50	$1,261.18
16413	2	645-410-10-62	$1,512.50	$1,261.18
16413	2	645-410-10-63	$1,509.97	$1,386.42
16413	2	645-410-11-76	$1,638.14	$1,506.52
16413	2	645-410-11-77	$1,638.17	$1,370.44
16413	2	645-410-11-78	$1,638.17	$1,370.44
16413	2	645-410-11-79	$1,638.17	$1,370.44
16413	2	645-410-11-80	$1,124.25	$1,104.38
16413	2	645-410-11-81	$1,124.28	$983.74
16413	2	645-410-11-69	$1,037.24	$905.32
16413	2	645-410-11-70	$1,034.99	$1,016.34
16413	2	645-410-11-71	$1,512.50	$1,261.18
16413	2	645-410-11-72	$1,512.50	$1,261.18
16413	2	645-410-11-73	$1,512.50	$1,261.18
16413	2	645-410-11-74	$1,512.50	$1,261.18
16413	2	645-410-11-75	$1,509.97	$1,386.42
14730	49	645-341-26-00	$1,426.27	$1,426.26
14730	48	645-341-25-00	$1,153.12	$1,153.12
14730	50	645-341-27-00	$1,117.21	$1,069.70
14730	47	645-341-24-00	$1,426.27	$1,426.26
14730	51	645-341-28-00	$1,153.12	$1,153.12
14730	46	645-341-23-00	$1,117.21	$1,069.70
14730	52	645-341-29-00	$1,117.21	$1,069.70
14730	45	645-341-22-00	$1,426.27	$1,426.26
14730	92	645-341-35-00	$1,052.75	$1,007.38
14730	180	645-060-45-07	$1,236.58	$1,006.04
14730	180	645-060-45-08	$872.06	$872.04
14730	180	645-060-45-09	$872.06	$872.04
14730	180	645-060-45-10	$1,236.58	$1,006.04
14730	91	645-341-34-00	$1,343.19	$1,343.18
14730	180	645-060-45-01	$1,236.58	$1,006.04
14730	180	645-060-45-02	$872.06	$872.04
14730	180	645-060-45-03	$1,236.58	$1,006.04
14730	90	645-342-34-00	$1,107.28	$869.92
14730	180	645-060-43-01	$1,236.58	$1,006.04
14730	180	645-060-43-02	$1,236.58	$1,006.04
14730	180	645-060-43-03	$872.06	$872.04
14730	180	645-060-43-04	$1,236.58	$1,006.04
14730	180	645-060-43-05	$872.06	$872.04
14730	180	645-060-43-06	$1,236.58	$1,006.04
14730	89	645-342-33-00	$1,343.19	$1,343.18
14730	180	645-060-43-13	$1,236.58	$1,006.04

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-43-15	$872.06	$872.04
14730	180	645-060-43-16	$1,236.58	$1,006.04
14730	180	645-060-43-07	$1,236.58	$1,006.04
14730	180	645-060-43-08	$1,236.58	$1,006.04
14730	180	645-060-43-09	$872.06	$872.04
14730	180	645-060-43-10	$1,236.58	$1,006.04
14730	180	645-060-43-11	$872.06	$872.04
14730	180	645-060-43-12	$1,236.58	$1,006.04
14730	180	645-060-44-11	$1,236.58	$1,006.04
14730	180	645-060-44-12	$872.06	$872.04
14730	180	645-060-44-13	$872.06	$872.04
14730	180	645-060-44-14	$1,236.58	$1,006.04
14730	88	645-342-32-00	$1,052.75	$1,007.38
14730	180	645-060-44-01	$1,236.58	$1,006.04
14730	180	645-060-44-02	$872.06	$872.04
14730	180	645-060-44-03	$1,236.58	$1,006.04
14730	180	645-060-44-04	$872.06	$872.04
14730	180	645-060-44-05	$1,236.58	$1,006.04
14730	87	645-342-31-00	$1,343.19	$1,343.18
14730	180	645-060-44-06	$1,236.58	$1,006.04
14730	180	645-060-44-07	$872.06	$872.04
14730	180	645-060-44-08	$1,236.58	$1,006.04
14730	180	645-060-44-09	$872.06	$872.04
14730	180	645-060-44-10	$1,236.58	$1,006.04
14730	86	645-342-30-00	$1,052.75	$1,007.38
14730	180	645-060-45-04	$1,236.58	$1,006.04
14730	180	645-060-45-05	$872.06	$872.04
14730	180	645-060-45-06	$1,236.58	$1,006.04
14730	85	645-342-29-00	$1,343.19	$1,343.18
14730	109	645-342-42-00	$1,107.28	$869.92
14730	84	645-342-28-00	$1,052.75	$1,007.38
14730	110	645-342-43-00	$1,052.75	$1,007.38
14730	83	645-342-27-00	$1,052.75	$1,007.38
14730	111	645-342-44-00	$1,343.19	$1,343.18
14730	82	645-342-26-00	$1,343.19	$1,343.18
14730	81	645-342-25-00	$1,052.75	$1,007.38
14730	112	645-342-45-00	$1,052.75	$1,007.38
14730	80	645-342-24-00	$1,343.19	$1,343.18
14730	113	645-342-46-00	$1,052.75	$1,007.38
14730	114	645-342-47-00	$1,343.19	$1,343.18
14730	79	645-342-23-00	$1,343.19	$1,343.18
14730	69	645-342-13-00	$1,085.96	$1,085.94
14730	78	645-342-22-00	$1,085.96	$1,085.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	70	645-342-14-00	$1,107.28	$869.92
14730	77	645-342-21-00	$1,343.19	$1,343.18
14730	71	645-342-15-00	$1,343.19	$1,343.18
14730	76	645-342-20-00	$1,052.75	$1,007.38
14730	72	645-342-16-00	$1,052.75	$1,007.38
14730	75	645-342-19-00	$1,085.96	$1,085.94
14730	73	645-342-17-00	$1,085.96	$1,085.94
14730	74	645-342-18-00	$1,343.19	$1,343.18
13928	167	645-212-47-00	$1,246.70	$1,246.68
13530	14	645-110-14-00	$957.27	$911.68
13928	168	645-212-48-00	$1,246.70	$1,246.68
13928	96	645-212-23-00	$987.91	$987.90
13530	92	645-111-36-00	$999.74	$760.72
13928	95	645-212-22-00	$1,221.91	$1,221.90
13530	103	645-111-47-00	$999.74	$760.72
13530	15	645-110-15-00	$957.27	$911.68
13928	169	645-212-49-00	$1,246.70	$1,246.68
13530	29	645-111-02-00	$1,025.80	$717.74
13928	97	645-212-24-00	$1,221.91	$1,221.90
13530	91	645-111-35-00	$1,025.80	$717.74
13530	102	645-111-46-00	$1,025.80	$717.74
13928	94	645-212-21-00	$987.91	$987.90
13530	30	645-111-03-00	$953.77	$836.26
13530	104	645-111-48-00	$953.77	$836.26
13928	170	645-212-50-00	$1,007.96	$1,007.96
13530	16	645-110-16-00	$957.27	$911.68
13530	90	645-111-34-00	$953.77	$836.26
13928	98	645-212-25-00	$1,221.91	$1,221.90
13530	13	645-110-13-00	$957.27	$911.68
13928	93	645-212-20-00	$1,221.91	$1,221.90
13530	31	645-111-04-00	$999.74	$760.72
13928	171	645-212-51-00	$1,246.70	$1,246.68
13530	101	645-111-45-00	$953.77	$836.26
13530	17	645-110-17-00	$957.27	$911.68
13530	89	645-111-33-00	$999.74	$760.72
13530	32	645-111-05-00	$1,025.80	$717.74
13928	172	645-212-52-00	$1,246.70	$1,246.68
13928	99	645-212-26-00	$1,221.91	$1,221.90
13928	92	645-212-19-00	$1,221.91	$1,221.90
13530	18	645-110-18-00	$982.77	$865.52
13530	88	645-111-32-00	$953.77	$836.26
13530	33	645-111-06-00	$953.77	$836.26
13530	100	645-111-44-00	$999.74	$760.72

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	105	645-111-49-00	$999.74	$760.72
13928	173	645-212-53-00	$1,246.70	$1,246.68
13530	19	645-110-19-00	$957.27	$911.68
13928	100	645-212-27-00	$1,221.91	$1,221.90
13530	87	645-111-31-00	$999.74	$760.72
13928	91	645-212-18-00	$1,221.91	$1,221.90
13530	34	645-111-07-00	$999.74	$760.72
13928	174	645-212-54-00	$1,246.70	$1,246.68
13530	99	645-111-43-00	$953.77	$836.26
13530	20	645-110-20-00	$982.77	$865.52
13530	86	645-111-30-00	$953.77	$836.26
13530	35	645-111-08-00	$953.77	$836.26
13928	101	645-212-28-00	$1,221.91	$1,221.90
13928	90	645-212-17-00	$1,221.91	$1,221.90
13530	106	645-111-50-00	$953.77	$836.26
13928	175	645-212-55-00	$1,246.70	$1,246.68
13530	21	645-110-21-00	$957.27	$911.68
13530	85	645-111-29-00	$1,025.80	$717.74
13530	36	645-111-09-00	$1,025.80	$717.74
13928	102	645-212-29-00	$987.91	$987.90
13530	98	645-111-42-00	$999.74	$760.72
13530	116	645-111-60-00	$926.56	$880.86
13928	176	645-212-56-00	$1,246.70	$1,246.68
13530	115	645-111-59-00	$926.56	$880.86
13928	89	645-212-16-00	$1,221.91	$1,221.90
13530	37	645-111-10-00	$953.77	$836.26
13928	103	645-212-30-00	$1,221.91	$1,221.90
13530	84	645-111-28-00	$1,025.80	$717.74
13530	107	645-111-51-00	$1,025.80	$717.74
13530	22	645-110-22-00	$957.27	$911.68
13530	117	645-111-61-00	$926.56	$880.86
13928	177	645-212-57-00	$1,246.70	$1,246.68
13530	97	645-111-41-00	$1,025.80	$717.74
13530	38	645-111-11-00	$999.74	$760.72
13928	104	645-212-31-00	$1,221.91	$1,221.90
13928	88	645-212-15-00	$1,221.91	$1,221.90
13530	108	645-111-52-00	$999.74	$760.72
13530	83	645-111-27-00	$999.74	$760.72
13530	118	645-111-62-00	$926.56	$880.86
13530	39	645-111-12-00	$953.77	$836.26
13928	178	645-212-58-00	$1,246.70	$1,246.68
13530	23	645-110-23-00	$957.27	$911.68
13928	105	645-212-32-00	$1,221.91	$1,221.90

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	96	645-111-40-00	$999.74	$760.72
13530	40	645-111-13-00	$1,025.80	$717.74
13530	5	645-110-05-00	$926.56	$880.86
13928	87	645-212-14-00	$1,221.91	$1,221.90
13530	119	645-111-63-00	$953.77	$836.26
13530	109	645-111-53-00	$953.77	$836.26
13530	82	645-111-26-00	$1,025.80	$717.74
13530	41	645-111-14-00	$953.77	$836.26
13928	106	645-212-33-00	$1,221.91	$1,221.90
13530	114	645-111-58-00	$926.56	$880.86
13530	24	645-110-24-00	$957.27	$911.68
13530	120	645-111-64-00	$926.56	$880.86
13928	179	645-212-59-00	$1,246.70	$1,246.68
13530	4	645-110-04-00	$926.56	$880.86
13530	42	645-111-15-00	$999.74	$760.72
13530	95	645-111-39-00	$953.77	$836.26
13928	86	645-212-13-00	$1,221.91	$1,221.90
13530	121	645-111-65-00	$926.56	$880.86
13928	107	645-212-34-00	$1,221.91	$1,221.90
13530	81	645-111-25-00	$953.77	$836.26
13530	43	645-111-16-00	$953.77	$836.26
13928	180	645-212-60-00	$1,246.70	$1,246.68
13530	3	645-110-03-00	$953.77	$836.26
13530	25	645-110-25-00	$982.77	$865.52
13928	85	645-212-12-00	$1,221.91	$1,221.90
13530	44	645-111-17-00	$999.74	$760.72
13530	122	645-111-66-00	$926.56	$880.86
13928	181	645-212-61-00	$1,007.96	$1,007.96
13530	2	645-110-02-00	$957.27	$911.68
13530	45	645-111-18-00	$953.77	$836.26
13530	80	645-111-24-00	$999.74	$760.72
13530	113	645-111-57-00	$926.56	$880.86
13928	84	645-211-66-00	$1,221.91	$1,221.90
13530	46	645-111-19-00	$999.74	$760.72
13530	1	645-110-01-00	$957.27	$911.68
13530	123	645-111-67-00	$926.56	$880.86
13530	47	645-111-20-00	$953.77	$836.26
13530	124	645-111-68-00	$926.56	$880.86
13928	83	645-211-65-00	$1,221.91	$1,221.90
13530	48	645-112-01-00	$953.77	$836.26
13530	79	645-111-23-00	$1,025.80	$717.74
13610	38	645-130-38-00	$926.56	$880.86
13928	182	645-212-62-00	$1,246.70	$1,246.68

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	37	645-130-37-00	$926.56	$880.86
13928	120	645-210-12-00	$1,215.60	$1,215.60
13928	82	645-211-64-00	$1,221.91	$1,221.90
13530	49	645-112-02-00	$1,025.80	$717.74
13928	183	645-213-18-00	$1,246.70	$1,246.68
13530	78	645-111-22-00	$953.77	$836.26
13928	184	645-213-19-00	$1,246.70	$1,246.68
13530	50	645-112-03-00	$953.77	$836.26
13928	121	645-210-13-00	$1,215.60	$1,215.60
13530	77	645-111-21-00	$999.74	$760.72
13928	119	645-210-11-00	$1,215.60	$1,215.60
13928	81	645-211-63-00	$1,221.91	$1,221.90
13610	39	645-130-39-00	$926.56	$880.86
13928	185	645-213-20-00	$1,007.96	$1,007.96
13610	36	645-130-36-00	$926.56	$880.86
13530	51	645-112-04-00	$999.74	$760.72
13928	108	645-211-67-00	$987.91	$987.90
13530	76	645-112-29-00	$953.77	$836.26
13928	80	645-211-62-00	$1,221.91	$1,221.90
13610	40	645-130-40-00	$953.77	$836.26
13530	52	645-112-05-00	$953.77	$836.26
13928	186	645-213-21-00	$1,246.70	$1,246.68
13928	122	645-210-14-00	$982.80	$982.78
13610	35	645-130-35-00	$926.56	$880.86
13928	149	645-213-12-00	$1,246.70	$1,246.68
13928	118	645-210-10-00	$1,215.60	$1,215.60
13928	187	645-213-22-00	$1,246.70	$1,246.68
13530	75	645-112-28-00	$1,025.80	$717.74
13928	148	645-213-11-00	$1,246.70	$1,246.68
13530	53	645-112-06-00	$1,025.80	$717.74
13928	109	645-211-68-00	$1,221.91	$1,221.90
13928	79	645-211-61-00	$1,221.91	$1,221.90
13928	188	645-213-23-00	$1,246.70	$1,246.68
13928	123	645-210-15-00	$1,215.60	$1,215.60
13530	74	645-112-27-00	$953.77	$836.26
13928	117	645-210-09-00	$982.80	$982.78
13610	41	645-130-41-00	$926.56	$880.86
13530	54	645-112-07-00	$953.77	$836.26
13928	189	645-213-24-00	$1,246.70	$1,246.68
13610	34	645-130-34-00	$926.56	$880.86
13928	110	645-211-69-00	$1,215.60	$1,215.60
13928	78	645-211-60-00	$1,215.60	$1,215.60
13928	190	645-213-25-00	$1,246.70	$1,246.68

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	73	645-112-26-00	$999.74	$760.72
13530	55	645-112-08-00	$999.74	$760.72
13928	191	645-213-26-00	$1,007.96	$1,007.96
13928	124	645-210-16-00	$1,215.60	$1,215.60
13928	116	645-210-08-00	$1,215.60	$1,215.60
13928	111	645-211-70-00	$1,215.60	$1,215.60
13530	PAR 2	645-112-33-00	$999.74	$760.72
13928	77	645-211-59-00	$1,215.60	$1,215.60
13530	56	645-112-09-00	$953.77	$836.26
13928	192	645-213-27-00	$1,246.70	$1,246.68
13610	33	645-130-33-00	$953.77	$836.26
13928	147	645-213-10-00	$1,007.96	$1,007.96
13928	193	645-213-28-00	$1,246.70	$1,246.68
13530	PAR 1	645-112-32-00	$1,025.80	$717.74
13928	76	645-211-58-00	$1,215.60	$1,215.60
13530	57	645-112-10-00	$1,025.80	$717.74
13928	194	645-213-29-00	$1,246.70	$1,246.68
13928	112	645-211-71-00	$982.80	$982.78
13610	32	645-130-32-00	$926.56	$880.86
13530	70	645-112-23-00	$999.74	$760.72
13928	195	645-213-30-00	$1,246.70	$1,246.68
13530	58	645-112-11-00	$953.77	$836.26
13610	31	645-130-31-00	$926.56	$880.86
13928	75	645-211-57-00	$1,215.60	$1,215.60
13928	196	645-213-31-00	$1,007.96	$1,007.96
13530	69	645-112-22-00	$953.77	$836.26
13928	113	645-211-72-00	$1,215.60	$1,215.60
13928	74	645-211-56-00	$1,215.60	$1,215.60
13530	59	645-112-12-00	$999.74	$760.72
13530	68	645-112-21-00	$999.74	$760.72
13530	60	645-112-13-00	$953.77	$836.26
13928	197	645-213-32-00	$1,246.70	$1,246.68
13928	198	645-213-33-00	$1,246.70	$1,246.68
13530	67	645-112-20-00	$953.77	$836.26
13530	61	645-112-14-00	$1,025.80	$717.74
13928	199	645-213-34-00	$1,007.96	$1,007.96
13530	62	645-112-15-00	$953.77	$836.26
13928	200	645-213-35-00	$1,246.70	$1,246.68
13610	29	645-130-29-00	$953.77	$836.26
13530	66	645-112-19-00	$999.74	$760.72
13610	28	645-130-28-00	$926.56	$880.86
13530	63	645-112-16-00	$999.74	$760.72
13530	65	645-112-18-00	$953.77	$836.26

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	64	645-112-17-00	$1,025.80	$717.74
13530	PAR A	645-113-17-00	$0.00	$0.00
13859	102	645-170-19-00	$1,215.60	$1,215.60
13610	27	645-130-27-00	$926.56	$880.86
13610	19	645-130-19-00	$926.56	$880.86
13610	26	645-130-26-00	$926.56	$880.86
13859	103	645-170-20-00	$1,215.60	$1,215.60
13530	PAR 1	645-113-15-00	$0.00	$0.00
13610	20	645-130-20-00	$926.56	$880.86
13610	25	645-130-25-00	$953.77	$836.26
13859	104	645-170-21-00	$1,215.60	$1,215.60
13610	21	645-130-21-00	$926.56	$880.86
13859	107	645-170-24-00	$1,215.60	$1,215.60
13859	105	645-170-22-00	$1,215.60	$1,215.60
13610	24	645-130-24-00	$926.56	$880.86
13859	106	645-170-23-00	$1,215.60	$1,215.60
13610	22	645-130-22-00	$953.77	$836.26
13610	23	645-130-23-00	$926.56	$880.86
13859	E	645-172-36-00	$0.00	$0.00
13614	C	645-120-25-00	$0.00	$0.00
13614	A	645-120-23-00	$0.00	$0.00
13859	J	645-172-39-00	$0.00	$0.00
14730	115	645-342-48-00	$1,343.19	$1,343.18
14730	68	645-342-12-00	$1,343.19	$1,343.18
13614	19	645-120-19-00	$1,212.40	$1,212.38
13613	57	645-141-09-00	$1,212.40	$1,212.38
14730	67	645-342-11-00	$1,052.75	$1,007.38
13610	46	645-140-46-00	$949.57	$949.56
14730	116	645-342-49-00	$1,052.75	$1,007.38
13613	77	645-141-29-00	$1,174.51	$1,174.50
13613	76	645-141-28-00	$949.57	$949.56
14730	66	645-342-10-00	$1,343.19	$1,343.18
13614	18	645-120-18-00	$1,174.51	$1,174.50
14730	117	645-342-50-00	$1,052.75	$1,007.38
13614	B	645-120-24-00	$0.00	$0.00
14730	65	645-342-09-00	$1,052.75	$1,007.38
13613	58	645-141-10-00	$980.21	$980.20
14730	118	645-342-51-00	$1,052.75	$1,007.38
14730	64	645-342-08-00	$1,343.19	$1,343.18
13610	45	645-140-45-00	$949.57	$949.56
13614	17	645-120-17-00	$949.57	$949.56
13613	H	645-140-51-00	$0.00	$0.00
14730	119	645-342-52-00	$1,052.75	$1,007.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	78	645-141-30-00	$949.57	$949.56
13614	20	645-120-20-00	$1,215.60	$1,215.60
13613	75	645-141-27-00	$1,174.51	$1,174.50
14730	63	645-342-07-00	$1,052.75	$1,007.38
13613	68	645-141-20-00	$1,174.51	$1,174.50
13613	59	645-141-11-00	$1,212.40	$1,212.38
14730	62	645-342-06-00	$1,052.75	$1,007.38
14730	120	645-342-53-00	$1,052.75	$1,007.38
14730	61	645-342-05-00	$1,343.19	$1,343.18
13610	44	645-140-44-00	$1,174.51	$1,174.50
14730	121	645-342-54-00	$1,343.19	$1,343.18
13613	J	645-140-53-00	$0.00	$0.00
13613	60	645-141-12-00	$980.21	$980.20
14730	60	645-342-04-00	$1,107.28	$869.92
13859	K	645-171-53-00	$0.00	$0.00
13614	16	645-120-16-00	$949.57	$949.56
13613	79	645-141-31-00	$1,174.51	$1,174.50
13613	74	645-141-26-00	$949.57	$949.56
14730	122	645-342-55-00	$1,107.28	$869.92
14730	59	645-342-03-00	$1,052.75	$1,007.38
13613	61	645-141-13-00	$1,212.40	$1,212.38
13614	15	645-120-15-00	$1,215.60	$1,215.60
13613	69	645-141-21-00	$949.57	$949.56
14730	123	645-341-45-00	$1,085.96	$1,085.94
14730	58	645-342-02-00	$1,343.19	$1,343.18
13610	43	645-140-43-00	$949.57	$949.56
13613	F	645-140-50-00	$0.00	$0.00
13613	62	645-141-14-00	$980.21	$980.20
13614	14	645-120-14-00	$1,215.60	$1,215.60
14730	124	645-341-46-00	$1,343.19	$1,343.18
13613	80	645-141-32-00	$949.57	$949.56
13614	21	645-120-21-00	$1,215.60	$1,215.60
13613	73	645-141-25-00	$1,174.51	$1,174.50
14730	57	645-342-01-00	$1,085.96	$1,085.94
13613	70	645-141-22-00	$1,174.51	$1,174.50
13613	63	645-141-15-00	$1,212.40	$1,212.38
14730	56	645-341-33-00	$1,052.75	$1,007.38
14730	125	645-341-47-00	$1,085.96	$1,085.94
13613	72	645-141-24-00	$949.57	$949.56
13614	22	645-120-22-00	$1,215.60	$1,215.60
13613	64	645-141-16-00	$980.21	$980.20
14730	55	645-341-32-00	$1,343.19	$1,343.18
13610	42	645-140-42-00	$1,174.51	$1,174.50

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13614	13	645-120-13-00	$1,215.60	$1,215.60
14730	126	645-341-48-00	$1,052.75	$1,007.38
14730	54	645-341-31-00	$1,085.96	$1,085.94
13613	71	645-141-23-00	$949.57	$949.56
14730	53	645-341-30-00	$1,343.19	$1,343.18
13613	65	645-141-17-00	$1,212.40	$1,212.38
13859	I	645-171-52-00	$0.00	$0.00
13613	97	645-142-08-00	$1,212.40	$1,212.38
14730	103	645-342-36-00	$1,085.96	$1,085.94
14730	127	645-341-49-00	$1,343.19	$1,343.18
13613	K	645-142-38-00	$0.00	$0.00
13610	1	645-140-01-00	$949.57	$949.56
14730	128	645-341-50-00	$1,085.96	$1,085.94
13613	98	645-142-09-00	$980.21	$980.20
14730	102	645-342-35-00	$1,343.19	$1,343.18
14217	A	645-272-22-00	$0.00	$0.00
13610	18	645-140-18-00	$1,174.51	$1,174.50
13610	2	645-140-02-00	$1,174.51	$1,174.50
14730	129	645-341-51-00	$1,343.19	$1,343.18
13610	29	645-140-29-00	$949.57	$949.56
13859	83	645-171-48-00	$1,215.60	$1,215.60
13859	79	645-171-44-00	$1,215.60	$1,215.60
13613	D	645-142-35-00	$0.00	$0.00
13613	99	645-142-10-00	$1,212.40	$1,212.38
14730	44	645-341-21-00	$1,343.19	$1,343.18
13610	19	645-140-19-00	$949.57	$949.56
14730	104	645-342-37-00	$1,343.19	$1,343.18
14730	130	645-341-52-00	$1,052.75	$1,007.38
13610	12	645-140-12-00	$1,174.51	$1,174.50
13610	3	645-140-03-00	$949.57	$949.56
13610	28	645-140-28-00	$1,174.51	$1,174.50
14217	D	645-272-23-00	$0.00	$0.00
13859	80	645-171-45-00	$1,215.60	$1,215.60
14730	131	645-341-53-00	$1,153.12	$1,153.12
13613	100	645-142-11-00	$980.21	$980.20
14730	43	645-341-20-00	$1,172.35	$923.74
13610	20	645-140-20-00	$1,174.51	$1,174.50
13610	11	645-140-11-00	$949.57	$949.56
14730	101	645-341-44-00	$1,085.96	$1,085.94
13610	4	645-140-04-00	$1,174.51	$1,174.50
13613	G	645-142-37-00	$0.00	$0.00
13610	27	645-140-27-00	$949.57	$949.56
13859	82	645-171-47-00	$1,215.60	$1,215.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	81	645-171-46-00	$1,215.60	$1,215.60
13613	C	645-140-49-00	$0.00	$0.00
14730	42	645-341-19-00	$1,426.27	$1,426.26
14730	105	645-342-38-00	$1,052.75	$1,007.38
14730	132	645-341-54-00	$1,172.35	$923.74
13613	101	645-142-12-00	$1,212.40	$1,212.38
13610	21	645-140-21-00	$949.57	$949.56
13610	10	645-140-10-00	$1,174.51	$1,174.50
13613	110	645-142-21-00	$980.21	$980.20
13610	5	645-140-05-00	$949.57	$949.56
13610	26	645-140-26-00	$1,174.51	$1,174.50
13859	78	645-171-43-00	$1,212.40	$1,212.38
14730	41	645-341-18-00	$1,117.21	$1,069.70
13859	62	645-171-27-00	$1,212.40	$1,212.38
13613	115	645-142-26-00	$1,212.40	$1,212.38
13859	C	645-171-49-00	$0.00	$0.00
14730	100	645-341-43-00	$1,343.19	$1,343.18
13610	22	645-140-22-00	$1,174.51	$1,174.50
14730	133	645-341-55-00	$1,426.27	$1,426.26
14217	M	645-272-25-00	$0.00	$0.00
13610	6	645-140-06-00	$1,174.51	$1,174.50
13610	9	645-140-09-00	$949.57	$949.56
13859	77	645-171-42-00	$1,212.40	$1,212.38
13613	111	645-142-22-00	$1,212.40	$1,212.38
14730	40	645-341-17-00	$1,166.05	$1,166.04
14217	E	645-272-24-00	$0.00	$0.00
13859	63	645-171-28-00	$980.21	$980.20
13613	114	645-142-25-00	$980.21	$980.20
14730	106	645-342-39-00	$1,343.19	$1,343.18
13610	25	645-140-25-00	$949.57	$949.56
13859	H	645-171-51-00	$0.00	$0.00
13613	NA	645-140-52-00	$0.00	$0.00
13610	7	645-140-07-00	$949.57	$949.56
13610	8	645-140-08-00	$1,174.51	$1,174.50
13613	112	645-142-23-00	$980.21	$980.20
13610	23	645-140-23-00	$949.57	$949.56
14730	134	645-341-56-00	$1,126.87	$1,081.66
13859	76	645-171-41-00	$980.21	$980.20
14730	39	645-341-16-00	$1,070.52	$1,070.50
13859	64	645-171-29-00	$1,212.40	$1,212.38
13610	24	645-140-24-00	$1,174.51	$1,174.50
13613	113	645-142-24-00	$1,212.40	$1,212.38
14730	99	645-341-42-00	$1,085.96	$1,085.94

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13859	75	645-171-40-00	$1,212.40	$1,212.38
14730	38	645--341-15-00	$1,038.72	$993.04
14730	135	645-341-57-00	$1,166.05	$1,166.04
14217	F	645-271-43-00	$0.00	$0.00
14730	144	645-341-66-00	$1,442.24	$1,442.22
13859	74	645-171-39-00	$1,212.40	$1,212.38
14730	37	645-341-14-00	$1,096.53	$857.56
14730	98	645-341-41-00	$1,052.75	$1,007.38
14217	G	645-271-44-00	$0.00	$0.00
14730	136	645-341-58-00	$1,442.24	$1,442.22
14730	143	645-341-65-00	$1,166.05	$1,166.04
13859	73	645-171-38-00	$1,212.40	$1,212.38
14730	36	645-341-13-00	$1,038.72	$993.04
14730	97	645-341-40-00	$1,085.96	$1,085.94
14217	41	645-272-13-00	$1,038.72	$993.04
13859	72	645-171-37-00	$1,212.40	$1,212.38
14730	142	645-341-64-00	$1,442.24	$1,442.22
14217	40	645-272-12-00	$1,021.95	$791.40
13859	65	645-171-30-00	$1,212.40	$1,212.38
14730	145	645-341-67-00	$1,166.05	$1,166.04
14730	35	645-341-12-00	$1,442.24	$1,442.22
14217	H	645-271-45-00	$0.00	$0.00
14217	42	645-272-14-00	$1,060.22	$942.76
13859	71	645-171-36-00	$1,212.40	$1,212.38
14217	39	645-272-11-00	$983.30	$869.96
14730	137	645-341-59-00	$1,126.87	$1,081.66
14730	96	645-341-39-00	$1,343.19	$1,343.18
14730	141	645-341-63-00	$1,166.05	$1,166.04
13859	66	645-171-31-00	$1,212.40	$1,212.38
14730	146	645-341-68-00	$1,166.05	$1,166.04
14217	43	645-272-15-00	$1,038.72	$993.04
14730	34	645-341-11-00	$1,126.87	$1,081.66
14217	38	645-272-10-00	$983.30	$869.96
14217	44	645-272-16-00	$1,060.22	$942.76
13859	70	645-171-35-00	$1,212.40	$1,212.38
14730	140	645-341-62-00	$1,442.24	$1,442.22
14217	37	645-272-09-00	$960.50	$916.44
13859	67	645-171-32-00	$1,212.40	$1,212.38
14730	147	645-341-69-00	$0.00	$0.00
14730	33	645-341-10-00	$1,442.24	$1,442.22
14730	95	645-341-38-00	$1,085.96	$1,085.94
14730	107	645-342-40-00	$1,052.75	$1,007.38
14217	45	645-272-17-00	$1,038.72	$993.04

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14217	36	645-272-08-00	$1,060.22	$942.76
14730	139	645-341-61-00	$1,170.60	$934.12
13859	68	645-171-33-00	$1,212.40	$1,212.38
14730	148	645-341-70-00	$1,127.77	$1,081.66
14217	46	645-272-18-00	$1,060.22	$942.76
13859	69	645-171-34-00	$1,212.40	$1,212.38
14730	32	645-341-09-00	$1,166.05	$1,166.04
14217	35	645-272-07-00	$1,021.15	$787.32
14730	94	645-341-37-00	$1,343.19	$1,343.18
16109	2	645-040-74-14	$1,228.75	$1,007.16
16109	2	645-040-74-18	$1,228.75	$1,007.16
16109	2	645-040-74-13	$1,228.75	$1,007.16
16109	2	645-040-74-15	$1,228.75	$1,007.16
16109	2	645-040-74-16	$1,216.10	$1,107.18
16109	2	645-040-74-17	$1,228.75	$1,007.16
16109	2	645-040-74-19	$1,228.75	$1,007.16
16109	2	645-040-74-20	$1,228.75	$1,007.16
16109	2	645-040-74-21	$1,216.10	$1,107.18
16109	2	645-040-74-22	$1,228.75	$1,007.16
16109	2	645-040-74-23	$1,228.75	$1,007.16
16109	2	645-040-74-24	$1,228.75	$1,007.16
14217	47	645-272-19-00	$1,060.22	$942.76
14730	138	645-341-60-00	$1,166.05	$1,166.04
14217	34	645-272-06-00	$980.47	$865.52
14730	149	645-341-71-00	$1,442.24	$1,442.22
14730	31	645-341-08-00	$1,442.24	$1,442.22
14730	108	645-342-41-00	$1,343.19	$1,343.18
16109	2	645-040-77-44	$1,245.41	$1,024.44
16109	2	645-040-77-45	$1,245.41	$1,024.44
16109	2	645-040-77-46	$1,245.41	$1,024.44
16109	2	645-040-77-47	$1,234.80	$1,126.18
16109	2	645-040-77-48	$1,245.41	$1,024.44
16109	2	645-040-77-49	$1,245.41	$1,024.44
16109	2	645-040-77-50	$1,245.41	$1,024.44
16109	2	645-040-77-51	$1,245.41	$1,024.44
16109	2	645-040-77-53	$1,245.41	$1,024.44
16109	2	645-040-77-54	$1,245.41	$1,024.44
16109	2	645-040-77-55	$1,245.41	$1,024.44
16109	2	645-040-77-52	$1,234.80	$1,126.18
14217	48	645-272-20-00	$1,096.53	$857.56
14217	33	645-272-05-00	$956.37	$911.68
14730	93	645-341-36-00	$1,052.75	$1,007.38
14730	30	645-341-07-00	$1,127.77	$1,081.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-68	$1,245.41	$1,024.44
16109	2	645-040-77-69	$1,245.41	$1,024.44
16109	2	645-040-77-70	$1,245.41	$1,024.44
16109	2	645-040-77-71	$1,234.80	$1,126.18
16109	2	645-040-77-72	$1,245.41	$1,024.44
16109	2	645-040-77-73	$1,245.41	$1,024.44
16109	2	645-040-77-74	$1,245.41	$1,024.44
16109	2	645-040-77-75	$1,245.41	$1,024.44
16109	2	645-040-77-76	$1,234.80	$1,126.18
16109	2	645-040-77-77	$1,245.41	$1,024.44
16109	2	645-040-77-78	$1,245.41	$1,024.44
16109	2	645-040-77-79	$1,245.41	$1,024.44
14217	I	645-270-69-00	$0.00	$0.00
14217	32	645-272-04-00	$983.30	$869.96
14217	31	645-272-03-00	$960.50	$916.44
14730	150	645-341-72-00	$1,166.05	$1,166.04
14217	49	645-272-21-00	$1,038.72	$993.04
14730	29	645-341-06-00	$1,432.56	$1,432.54
14217	30	645-272-02-00	$983.30	$869.96
16109	2	645-040-74-38	$1,228.75	$1,007.16
16109	2	645-040-74-39	$1,228.75	$1,007.16
16109	2	645-040-74-41	$1,216.10	$1,107.18
16109	2	645-040-74-42	$1,228.75	$1,007.16
16109	2	645-040-74-43	$1,228.75	$1,007.16
16109	2	645-040-74-44	$1,228.75	$1,007.16
16109	2	645-040-74-45	$1,228.75	$1,007.16
16109	2	645-040-74-46	$1,216.10	$1,107.18
16109	2	645-040-74-47	$1,228.75	$1,007.16
16109	2	645-040-74-48	$1,228.75	$1,007.16
16109	2	645-040-74-49	$1,228.75	$1,007.16
14217	J	645-270-70-00	$0.00	$0.00
14730	28	645-341-05-00	$1,158.24	$1,158.22
14217	29	645-272-01-00	$960.50	$916.44
14730	151	645-341-73-00	$1,432.56	$1,432.54
16109	2	645-040-77-56	$1,245.41	$1,024.44
16109	2	645-040-77-57	$1,245.41	$1,024.44
16109	2	645-040-77-58	$1,245.41	$1,024.44
16109	2	645-040-77-59	$1,234.80	$1,126.18
16109	2	645-040-77-60	$1,245.41	$1,024.44
16109	2	645-040-77-61	$1,245.41	$1,024.44
16109	2	645-040-77-62	$1,245.41	$1,024.44
16109	2	645-040-77-63	$1,245.41	$1,024.44
16109	2	645-040-77-64	$1,234.80	$1,126.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-65	$1,245.41	$1,024.44
16109	2	645-040-77-66	$1,245.41	$1,024.44
16109	2	645-040-77-67	$1,245.41	$1,024.44
14730	27	645-341-04-00	$1,432.56	$1,432.54
14730	168	645-340-39-00	$1,426.27	$1,426.26
14217	28	645-271-12-00	$1,021.95	$791.40
14730	169	645-340-40-00	$1,117.21	$1,069.70
14217	27	645-271-11-00	$983.30	$869.96
14730	26	645-341-03-00	$1,121.17	$1,074.42
14730	167	645-340-38-00	$1,153.12	$1,153.12
14730	152	645-341-74-00	$1,140.91	$1,019.96
16109	2	645-040-74-40	$1,228.75	$1,007.16
14217	26	645-271-10-00	$956.37	$911.68
14730	170	645-340-41-00	$1,426.27	$1,426.26
14730	25	645-341-02-00	$1,158.24	$1,158.22
14730	166	645-340-37-00	$1,426.27	$1,426.26
14217	25	645-271-09-00	$980.47	$865.52
14730	171	645-340-42-00	$1,153.12	$1,153.12
14217	24	645-271-08-00	$1,021.15	$787.32
14730	24	645-341-01-00	$1,121.17	$1,074.42
14730	165	645-340-36-00	$1,117.21	$1,069.70
14730	153	645-340-24-00	$1,158.24	$1,158.22
14217	23	645-271-07-00	$956.37	$911.68
14730	172	645-340-43-00	$1,426.27	$1,426.26
14730	23	645-340-23-00	$1,432.56	$1,432.54
14730	164	645-340-35-00	$1,426.27	$1,426.26
14217	22	645-271-06-00	$980.47	$865.52
14217	76	645-271-39-00	$956.37	$911.68
14730	173	645-340-44-00	$1,117.21	$1,069.70
14217	21	645-271-05-00	$956.37	$911.68
14730	163	645-340-34-00	$1,117.21	$1,069.70
16109	2	645-040-83-01	$841.96	$825.56
16109	2	645-040-83-02	$841.96	$825.56
16109	2	645-040-83-03	$841.96	$825.56
16109	2	645-040-83-04	$841.96	$825.56
16109	2	645-040-83-05	$841.96	$825.56
16109	2	645-040-83-06	$841.96	$825.56
16109	2	645-040-83-07	$841.96	$825.56
16109	2	645-040-83-08	$1,245.41	$1,024.44
16109	2	645-040-83-09	$1,245.41	$1,024.44
16109	2	645-040-83-10	$1,245.41	$1,024.44
16109	2	645-040-83-11	$1,245.41	$1,024.44
16109	2	645-040-78-44	$841.96	$825.56

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-45	$841.96	$825.56
16109	2	645-040-78-46	$1,245.41	$1,024.44
16109	2	645-040-78-47	$1,245.41	$1,024.44
16109	2	645-040-78-48	$1,234.80	$1,126.18
16109	2	645-040-83-12	$841.96	$825.56
16109	2	645-040-83-13	$841.96	$825.56
16109	2	645-040-83-14	$841.96	$825.56
16109	2	645-040-83-15	$841.96	$825.56
16109	2	645-040-83-16	$841.96	$825.56
16109	2	645-040-83-17	$841.96	$825.56
16109	2	645-040-83-18	$841.96	$825.56
16109	2	645-040-83-19	$1,245.41	$1,024.44
16109	2	645-040-83-20	$1,245.41	$1,024.44
16109	2	645-040-83-21	$1,245.41	$1,024.44
16109	2	645-040-83-22	$1,245.41	$1,024.44
14217	77	645-271-40-00	$980.47	$865.52
14217	20	645-271-04-00	$1,021.15	$787.32
16109	1	645-040-89-13	$1,288.20	$1,070.60
16109	1	645-040-89-14	$1,288.20	$1,070.60
16109	1	645-040-89-15	$1,288.20	$1,070.60
16109	1	645-040-89-16	$1,288.20	$1,070.60
16109	1	645-040-89-17	$1,288.20	$1,070.60
16109	1	645-040-89-18	$878.90	$862.74
16109	1	645-040-89-19	$878.90	$862.74
14730	174	645-340-45-00	$1,426.27	$1,426.26
14730	22	645-340-22-00	$1,121.17	$1,074.42
16109	1	645-040-89-20	$878.90	$862.74
16109	1	645-040-89-21	$878.90	$862.74
16109	1	645-040-89-22	$1,288.20	$1,070.60
16109	1	645-040-89-23	$1,288.20	$1,070.60
16109	1	645-040-89-24	$1,288.20	$1,070.60
16109	1	645-040-89-25	$1,288.20	$1,070.60
16109	1	645-040-89-26	$1,288.20	$1,070.60
16109	1	645-040-73-13	$878.90	$862.74
16109	1	645-040-73-14	$878.90	$862.74
16109	1	645-040-73-15	$1,288.20	$1,070.60
16109	1	645-040-73-16	$1,288.20	$1,070.60
16109	1	645-040-73-17	$1,288.20	$1,070.60
16109	1	645-040-73-18	$1,283.88	$1,176.92
14730	154	645-340-25-00	$1,172.40	$927.84
14730	162	645-340-33-00	$1,426.27	$1,426.26
14217	19	645-271-03-00	$956.37	$911.68
14217	78	645-271-41-00	$1,021.15	$787.32

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-73-07	$1,283.88	$1,176.92
16109	1	645-040-73-08	$1,288.20	$1,070.60
16109	1	645-040-73-09	$1,288.20	$1,070.60
16109	1	645-040-73-10	$1,288.20	$1,070.60
16109	1	645-040-73-11	$878.90	$862.74
16109	1	645-040-73-12	$878.90	$862.74
14730	175	645-340-46-00	$1,117.21	$1,069.70
14730	21	645-340-21-00	$1,432.56	$1,432.54
14217	18	645-271-02-00	$980.47	$865.52
14730	155	645-340-26-00	$1,121.17	$1,074.42
16109	1	645-040-89-07	$1,288.20	$1,070.60
16109	1	645-040-89-08	$1,288.20	$1,070.60
16109	1	645-040-89-09	$1,288.20	$1,070.60
16109	1	645-040-89-10	$1,288.20	$1,070.60
16109	1	645-040-89-11	$878.90	$862.74
16109	1	645-040-89-12	$878.90	$862.74
16109	2	645-040-78-39	$1,234.80	$1,126.18
16109	2	645-040-78-40	$1,245.41	$1,024.44
16109	2	645-040-78-41	$1,245.41	$1,024.44
16109	2	645-040-78-42	$841.96	$825.56
16109	2	645-040-78-43	$841.96	$825.56
16109	1	645-040-89-27	$1,288.20	$1,070.60
16109	1	645-040-89-28	$1,288.20	$1,070.60
16109	1	645-040-89-29	$1,288.20	$1,070.60
16109	1	645-040-89-30	$1,288.20	$1,070.60
16109	1	645-040-89-31	$1,288.20	$1,070.60
16109	1	645-040-89-32	$878.90	$862.74
16109	1	645-040-89-33	$878.90	$862.74
16109	1	645-040-89-34	$878.90	$862.74
16109	1	645-040-89-35	$878.90	$862.74
16109	1	645-040-89-36	$1,288.20	$1,070.60
16109	1	645-040-89-37	$1,288.20	$1,070.60
16109	1	645-040-89-38	$1,288.20	$1,070.60
16109	1	645-040-89-39	$1,288.20	$1,070.60
16109	1	645-040-89-40	$1,288.20	$1,070.60
14730	161	645-340-32-00	$1,153.12	$1,153.12
14217	79	645-271-42-00	$980.47	$865.52
14217	17	645-271-01-00	$956.37	$911.68
14730	176	645-340-47-00	$1,153.12	$1,153.12
16109	1	645-040-91-46	$1,512.50	$1,261.18
16109	1	645-040-91-47	$1,512.50	$1,261.18
16109	1	645-040-91-48	$1,512.50	$1,261.18
16109	1	645-040-91-49	$1,512.50	$1,261.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-50	$1,512.50	$1,261.18
16109	1	645-040-91-51	$1,034.99	$1,016.34
16109	1	645-040-91-52	$1,034.99	$1,016.34
14730	20	645-340-20-00	$1,158.24	$1,158.22
16109	1	645-040-89-41	$1,288.20	$1,070.60
16109	1	645-040-89-42	$1,288.20	$1,070.60
16109	1	645-040-89-43	$1,288.20	$1,070.60
16109	1	645-040-89-44	$1,288.20	$1,070.60
16109	1	645-040-89-45	$1,288.20	$1,070.60
16109	1	645-040-89-46	$878.90	$862.74
16109	1	645-040-89-47	$878.90	$862.74
16109	1	645-040-89-48	$878.90	$862.74
16109	1	645-040-89-49	$878.90	$862.74
16109	1	645-040-89-50	$1,288.20	$1,070.60
16109	1	645-040-89-51	$1,288.20	$1,070.60
16109	1	645-040-89-52	$1,288.20	$1,070.60
16109	1	645-040-89-53	$1,288.20	$1,070.60
16109	1	645-040-89-54	$1,288.20	$1,070.60
14730	160	645-340-31-00	$1,426.27	$1,426.26
14217	16	645-270-16-00	$983.30	$869.96
16109	1	645-040-91-33	$1,034.99	$1,016.34
16109	1	645-040-91-34	$1,034.99	$1,016.34
16109	1	645-040-91-38	$1,512.50	$1,261.18
16109	1	645-040-91-39	$1,512.50	$1,261.18
16109	1	645-040-91-36	$1,512.50	$1,261.18
16109	1	645-040-91-37	$1,512.50	$1,261.18
14217	80	645-270-17-00	$960.50	$916.44
16109	1	645-040-91-35	$1,512.50	$1,261.18
14730	177	645-340-48-00	$1,426.27	$1,426.26
14730	19	645-340-19-00	$1,121.17	$1,074.42
14217	15	645-270-15-00	$960.50	$916.44
16109	1	645-040-89-01	$1,288.20	$1,070.60
16109	1	645-040-89-02	$878.90	$862.74
16109	1	645-040-89-03	$1,288.20	$1,070.60
16109	1	645-040-89-04	$1,288.20	$1,070.60
16109	1	645-040-89-05	$878.90	$862.74
16109	1	645-040-89-06	$878.90	$862.74
14217	81	645-270-18-00	$1,021.95	$791.40
16109	1	645-040-91-26	$1,512.50	$1,261.18
16109	1	645-040-91-27	$1,512.50	$1,261.18
16109	1	645-040-91-28	$1,512.50	$1,261.18
16109	1	645-040-91-29	$1,512.50	$1,261.18
16109	1	645-040-91-30	$1,512.50	$1,261.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-91-31	$1,034.99	$1,016.34
16109	1	645-040-91-32	$1,034.99	$1,016.34
16109	1	645-040-89-55	$1,288.20	$1,070.60
16109	1	645-040-89-56	$1,288.20	$1,070.60
16109	1	645-040-89-57	$1,288.20	$1,070.60
16109	1	645-040-89-58	$1,288.20	$1,070.60
16109	1	645-040-89-59	$1,288.20	$1,070.60
16109	1	645-040-89-60	$878.90	$862.74
16109	1	645-040-89-61	$878.90	$862.74
16109	1	645-040-89-62	$878.90	$862.74
16109	1	645-040-89-63	$878.90	$862.74
16109	1	645-040-89-64	$1,288.20	$1,070.60
16109	1	645-040-89-65	$1,288.20	$1,070.60
16109	1	645-040-89-66	$1,288.20	$1,070.60
16109	1	645-040-89-67	$1,288.20	$1,070.60
16109	1	645-040-89-68	$1,288.20	$1,070.60
14730	159	645-340-30-00	$1,117.21	$1,069.70
14730	156	645-340-27-00	$1,172.40	$927.84
14217	14	645-270-14-00	$1,021.95	$791.40
16109	1	645-040-91-07	$878.90	$862.74
16109	1	645-040-91-08	$878.90	$862.74
16109	1	645-040-91-09	$1,288.20	$1,070.60
16109	1	645-040-91-10	$1,288.20	$1,070.60
16109	1	645-040-91-11	$1,288.20	$1,070.60
16109	1	645-040-91-12	$1,288.20	$1,070.60
16109	1	645-040-91-13	$1,288.20	$1,070.60
14730	18	645-340-18-00	$1,158.24	$1,158.22
14730	178	645-340-49-00	$1,172.35	$923.74
14217	82	645-270-19-00	$983.30	$869.96
16109	2	645-040-78-51	$1,245.41	$1,024.44
16109	2	645-040-78-52	$1,245.41	$1,024.44
16109	2	645-040-78-53	$1,234.80	$1,126.18
16109	2	645-040-78-49	$841.96	$825.56
16109	2	645-040-78-50	$841.96	$825.56
14217	13	645-270-13-00	$960.50	$916.44
16109	1	645-040-91-01	$1,288.20	$1,070.60
16109	1	645-040-91-02	$1,288.20	$1,070.60
16109	1	645-040-91-03	$1,288.20	$1,070.60
16109	1	645-040-91-04	$1,288.20	$1,070.60
16109	1	645-040-91-05	$878.90	$862.74
16109	1	645-040-91-06	$878.90	$862.74
16109	2	645-040-78-54	$1,234.80	$1,126.18
16109	2	645-040-78-55	$1,245.41	$1,024.44

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16109	2	645-040-78-56	$1,245.41	$1,024.44
16109	2	645-040-78-57	$841.96	$825.56
16109	2	645-040-78-58	$841.96	$825.56
16109	1	645-040-89-69	$1,512.50	$1,261.18
16109	1	645-040-89-70	$1,512.50	$1,261.18
16109	1	645-040-89-71	$1,512.50	$1,261.18
16109	1	645-040-89-72	$1,512.50	$1,261.18
16109	1	645-040-89-73	$1,512.50	$1,261.18
16109	1	645-040-89-74	$1,034.99	$1,016.34
16109	1	645-040-89-75	$1,034.99	$1,016.34
16109	1	645-040-89-76	$1,034.99	$1,016.34
16109	1	645-040-89-77	$1,034.99	$1,016.34
16109	1	645-040-89-78	$1,512.50	$1,261.18
16109	1	645-040-89-79	$1,512.50	$1,261.18
16109	1	645-040-89-80	$1,512.50	$1,261.18
16109	1	645-040-89-81	$1,512.50	$1,261.18
16109	1	645-040-89-82	$1,512.50	$1,261.18
14730	158	645-340-29-00	$1,153.12	$1,153.12
14730	17	645-340-17-00	$1,432.56	$1,432.54
14217	12	645-270-12-00	$983.30	$869.96
16109	1	645-040-91-17	$1,512.50	$1,261.18
16109	1	645-040-91-18	$1,512.50	$1,261.18
16109	1	645-040-91-19	$1,512.50	$1,261.18
16109	1	645-040-91-14	$1,034.99	$1,016.34
16109	1	645-040-91-15	$1,034.99	$1,016.34
16109	1	645-040-91-16	$1,512.50	$1,261.18
16109	1	645-040-89-83	$1,288.20	$1,070.60
16109	1	645-040-89-84	$878.90	$862.74
16109	1	645-040-89-85	$878.90	$862.74
14217	11	645-270-11-00	$1,021.95	$791.40
16109	1	645-040-91-20	$1,512.50	$1,261.18
16109	1	645-040-91-21	$1,512.50	$1,261.18
16109	1	645-040-91-22	$1,512.50	$1,261.18
16109	1	645-040-91-23	$1,512.50	$1,261.18
16109	1	645-040-91-24	$1,034.99	$1,016.34
16109	1	645-040-91-25	$1,034.99	$1,016.34
14730	16	645-340-16-00	$1,158.24	$1,158.22
16109	1	645-040-89-86	$865.90	$849.66
16109	1	645-040-89-87	$865.90	$849.66
16109	1	645-040-89-88	$1,272.97	$1,054.38
16109	1	645-040-89-89	$1,272.97	$1,054.38
16109	1	645-040-89-90	$1,272.97	$1,054.38
16109	1	645-040-89-91	$1,272.97	$1,054.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-05	$1,250.27	$1,027.30
16109	2	645-040-79-06	$1,102.02	$1,085.46
16109	2	645-040-79-07	$1,102.02	$1,085.46
16109	2	645-040-79-08	$1,250.27	$1,027.30
14217	C	645-270-68-00	$0.00	$0.00
16109	2	645-040-79-01	$1,250.27	$1,027.30
16109	2	645-040-79-02	$1,102.02	$1,085.46
16109	2	645-040-79-03	$1,102.02	$1,085.46
16109	2	645-040-79-04	$1,250.27	$1,027.30
14730	179	645-340-50-00	$1,153.12	$1,153.12
14217	10	645-270-10-00	$983.30	$869.96
16109	1	645-040-91-40	$1,034.99	$1,016.34
16109	1	645-040-91-41	$1,034.99	$1,016.34
16109	1	645-040-91-42	$1,512.50	$1,261.18
16109	1	645-040-91-43	$1,512.50	$1,261.18
16109	1	645-040-91-44	$1,512.50	$1,261.18
16109	1	645-040-91-45	$1,512.50	$1,261.18
16109	1	645-040-73-43	$1,283.88	$1,176.92
16109	1	645-040-73-46	$878.90	$862.74
16109	1	645-040-73-44	$1,288.20	$1,070.60
16109	1	645-040-73-45	$1,288.20	$1,070.60
16109	1	645-040-73-47	$878.90	$862.74
14730	157	645-340-28-00	$1,426.27	$1,426.26
14217	B	645-270-67-00	$0.00	$0.00
14730	15	645-340-15-00	$1,432.56	$1,432.54
14217	9	645-270-09-00	$1,021.95	$791.40
16109	1	645-040-73-48	$878.90	$862.74
16109	1	645-040-73-52	$1,283.88	$1,176.92
16109	1	645-040-73-49	$878.90	$862.74
16109	1	645-040-73-50	$1,288.20	$1,070.60
16109	1	645-040-73-51	$1,288.20	$1,070.60
14217	K	645-270-71-00	$0.00	$0.00
14217	8	645-270-08-00	$983.30	$869.96
16109	1	645-040-87-05	$1,283.88	$1,176.92
16109	1	645-040-87-01	$878.90	$862.74
16109	1	645-040-87-02	$878.90	$862.74
16109	1	645-040-87-03	$1,288.20	$1,070.60
16109	1	645-040-87-04	$1,288.20	$1,070.60
14730	14	645-340-14-00	$1,153.12	$1,153.12
16109	1	645-040-73-42	$1,283.88	$1,176.92
16109	1	645-040-73-39	$878.90	$862.74
16109	1	645-040-73-40	$878.90	$862.74
16109	1	645-040-73-41	$1,288.20	$1,070.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	7	645-270-07-00	$960.50	$916.44
14730	1	645-340-01-00	$1,426.27	$1,426.26
16109	1	645-040-87-09	$1,288.20	$1,070.60
16109	1	645-040-87-06	$1,283.88	$1,176.92
16109	1	645-040-87-07	$1,288.20	$1,070.60
16109	1	645-040-87-08	$1,288.20	$1,070.60
16109	1	645-040-87-10	$878.90	$862.74
16109	1	645-040-87-11	$878.90	$862.74
16109	1	645-040-73-36	$1,288.20	$1,070.60
16109	1	645-040-73-37	$878.90	$862.74
16109	1	645-040-73-34	$1,283.88	$1,176.92
16109	1	645-040-73-35	$1,288.20	$1,070.60
16109	1	645-040-73-38	$878.90	$862.74
14730	13	645-340-13-00	$1,426.27	$1,426.26
14217	6	645-270-06-00	$983.30	$869.96
16109	1	645-040-87-12	$878.90	$862.74
16109	1	645-040-87-13	$878.90	$862.74
16109	1	645-040-87-14	$1,288.20	$1,070.60
16109	1	645-040-87-15	$1,288.20	$1,070.60
16109	1	645-040-87-16	$1,288.20	$1,070.60
16109	1	645-040-87-17	$1,283.88	$1,176.92
16109	1	645-040-73-30	$878.90	$862.74
16109	1	645-040-73-32	$1,288.20	$1,070.60
16109	1	645-040-73-29	$878.90	$862.74
16109	1	645-040-73-31	$1,288.20	$1,070.60
16109	1	645-040-73-33	$1,283.88	$1,176.92
14730	2	645-340-02-00	$1,117.21	$1,069.70
14217	5	645-270-05-00	$1,021.95	$791.40
16109	1	645-040-87-18	$1,283.88	$1,176.92
16109	1	645-040-87-19	$1,288.20	$1,070.60
16109	1	645-040-87-20	$1,288.20	$1,070.60
16109	1	645-040-87-21	$1,288.20	$1,070.60
16109	1	645-040-87-22	$878.90	$862.74
16109	1	645-040-87-23	$878.90	$862.74
14730	12	645-340-1200	$1,117.21	$1,069.70
16109	1	645-040-73-24	$1,283.88	$1,176.92
16109	1	645-040-73-25	$1,288.20	$1,070.60
16109	1	645-040-73-26	$1,288.20	$1,070.60
16109	1	645-040-73-27	$878.90	$862.74
16109	1	645-040-73-28	$878.90	$862.74
14217	L	645-270-72-00	$0.00	$0.00
14217	4	645-270-04-00	$960.50	$916.44
14730	3	645-340-03-00	$1,117.21	$1,069.70

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-24	$878.90	$862.74
16109	1	645-040-87-25	$878.90	$862.74
16109	1	645-040-87-26	$1,288.20	$1,070.60
16109	1	645-040-87-27	$1,288.20	$1,070.60
16109	1	645-040-87-28	$1,288.20	$1,070.60
16109	1	645-040-87-29	$1,283.88	$1,176.92
16109	1	645-040-73-21	$1,288.20	$1,070.60
16109	1	645-040-73-19	$878.90	$862.74
16109	1	645-040-73-20	$878.90	$862.74
16109	1	645-040-73-22	$1,288.20	$1,070.60
16109	1	645-040-73-23	$1,283.88	$1,176.92
14730	11	645-340-11-00	$1,426.27	$1,426.26
14217	3	645-270-03-00	$983.30	$869.96
16109	1	645-040-87-32	$1,288.20	$1,070.60
16109	1	645-040-87-30	$1,283.88	$1,176.92
16109	1	645-040-87-31	$1,288.20	$1,070.60
16109	1	645-040-87-33	$1,288.20	$1,070.60
16109	1	645-040-87-34	$878.90	$862.74
16109	1	645-040-87-35	$878.90	$862.74
14217	2	645-270-02-00	$1,021.95	$791.40
16109	1	645-040-87-37	$878.90	$862.74
16109	1	645-040-87-36	$878.90	$862.74
16109	1	645-040-87-38	$1,288.20	$1,070.60
16109	1	645-040-87-39	$1,288.20	$1,070.60
16109	1	645-040-87-40	$1,288.20	$1,070.60
16109	1	645-040-87-41	$1,288.20	$1,070.60
16109	1	645-040-87-42	$1,283.88	$1,176.92
14730	10	645-340-10-00	$1,153.12	$1,153.12
14217	1	645-270-01-00	$960.50	$916.44
14730	4	645-340-04-00	$1,426.27	$1,426.26
16109	1	645-040-87-44	$1,288.20	$1,070.60
16109	1	645-040-87-45	$1,288.20	$1,070.60
16109	1	645-040-87-43	$1,283.88	$1,176.92
16109	1	645-040-87-46	$1,288.20	$1,070.60
16109	1	645-040-87-47	$1,288.20	$1,070.60
16109	1	645-040-87-48	$878.90	$862.74
16109	1	645-040-87-49	$878.90	$862.74
14730	9	645-340-09-00	$1,117.21	$1,069.70
14469	1	645-310-01-00	$983.30	$869.96
16109	1	645-040-87-50	$878.90	$862.74
16109	1	645-040-87-51	$878.90	$862.74
16109	1	645-040-87-52	$1,288.20	$1,070.60
16109	1	645-040-87-53	$1,288.20	$1,070.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-54	$1,288.20	$1,070.60
16109	1	645-040-87-55	$1,288.20	$1,070.60
16109	1	645-040-87-56	$1,283.88	$1,176.92
16109	1	645-040-73-02	$878.90	$862.74
16109	1	645-040-73-01	$878.90	$862.74
16109	1	645-040-73-03	$1,288.20	$1,070.60
16109	1	645-040-73-04	$1,288.20	$1,070.60
16109	1	645-040-73-05	$1,288.20	$1,070.60
16109	1	645-040-73-06	$1,283.88	$1,176.92
14730	5	645-340-05-00	$1,153.12	$1,153.12
14469	2	645-310-02-00	$960.50	$916.44
14730	8	645-340-08-00	$1,426.27	$1,426.26
14469	3	645-310-03-00	$1,021.95	$791.40
14730	7	645-340-07-00	$1,153.12	$1,153.12
14469	4	645-310-04-00	$960.50	$916.44
14730	6	645-340-06-00	$1,426.27	$1,426.26
14469	5	645-310-05-00	$983.30	$869.96
16109	2	645-040-83-34	$841.96	$825.56
16109	2	645-040-83-35	$841.96	$825.56
16109	2	645-040-83-36	$841.96	$825.56
16109	2	645-040-83-37	$841.96	$825.56
16109	2	645-040-83-38	$841.96	$825.56
16109	2	645-040-83-39	$841.96	$825.56
16109	2	645-040-83-40	$841.96	$825.56
16109	2	645-040-83-41	$1,245.41	$1,024.44
16109	2	645-040-83-42	$1,245.41	$1,024.44
16109	2	645-040-83-43	$1,245.41	$1,024.44
16109	2	645-040-83-44	$1,245.41	$1,024.44
16109	2	645-040-80-01	$1,230.13	$1,007.16
16109	2	645-040-80-02	$866.23	$849.66
16109	2	645-040-80-03	$1,230.13	$1,007.16
16109	2	645-040-80-04	$866.23	$849.66
16109	2	645-040-80-05	$1,230.13	$1,007.16
16109	2	645-040-79-13	$1,234.80	$1,126.18
16109	2	645-040-79-15	$888.01	$888.00
16109	2	645-040-79-16	$841.96	$825.56
16109	2	645-040-79-17	$888.01	$888.00
16109	2	645-040-79-18	$1,234.80	$1,126.18
16109	2	645-040-79-09	$1,234.80	$1,126.18
16109	2	645-040-79-10	$888.01	$888.00
16109	2	645-040-79-11	$0.00	$0.00
16109	2	645-040-79-12	$888.01	$888.00
16109	2	645-040-79-14	$1,234.80	$1,126.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	6	645-310-06-00	$960.50	$916.44
14469	A	645-310-41-00	$0.00	$0.00
14469	148	645-312-49-00	$999.37	$887.66
14469	24	645-310-24-00	$978.47	$935.04
14469	140	645-312-41-00	$978.47	$935.04
14469	B	645-310-42-00	$0.00	$0.00
14469	139	645-312-40-00	$1,034.71	$807.46
14469	7	645-310-07-00	$1,034.71	$807.46
14469	147	645-312-48-00	$999.37	$887.66
14469	25	645-310-25-00	$999.37	$887.66
14469	141	645-312-42-00	$999.37	$887.66
14469	23	645-310-23-00	$978.47	$935.04
14469	8	645-310-08-00	$999.37	$887.66
14469	146	645-312-47-00	$999.37	$887.66
14469	26	645-310-26-00	$978.47	$935.04
14469	142	645-312-43-00	$978.47	$935.04
14469	22	645-310-22-00	$1,034.71	$807.46
14469	145	645-312-46-00	$999.37	$887.66
14469	27	645-310-27-00	$999.37	$887.66
14469	143	645-312-44-00	$999.37	$887.66
14469	144	645-312-45-00	$978.47	$935.04
14469	28	645-310-28-00	$1,034.71	$807.46
16109	2	645-040-80-06	$1,234.80	$1,126.18
16109	2	645-040-80-07	$888.01	$888.00
16109	2	645-040-80-08	$841.96	$825.56
16109	2	645-040-80-09	$888.01	$888.00
16109	2	645-040-80-10	$1,234.80	$1,126.18
16109	2	645-040-80-11	$1,234.80	$1,126.18
16109	2	645-040-80-12	$888.01	$888.00
16109	2	645-040-80-13	$841.96	$825.56
16109	2	645-040-80-14	$888.01	$888.00
16109	2	645-040-80-15	$1,234.80	$1,126.18
16109	2	645-040-79-19	$1,234.80	$1,126.18
16109	2	645-040-79-20	$888.01	$888.00
16109	2	645-040-79-21	$841.96	$825.56
16109	2	645-040-79-22	$888.01	$888.00
16109	2	645-040-79-23	$1,234.80	$1,126.18
16109	2	645-040-79-24	$1,234.80	$1,126.18
16109	2	645-040-79-25	$888.01	$888.00
16109	2	645-040-79-26	$841.96	$825.56
16109	2	645-040-79-27	$888.01	$888.00
16109	2	645-040-79-28	$1,234.80	$1,126.18
14469	110	645-312-11-00	$978.47	$935.04

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	29	645-310-29-00	$999.37	$887.66
14469	109	645-312-10-00	$999.37	$887.66
14469	30	645-310-30-00	$1,060.22	$942.76
14469	108	645-312-09-00	$978.47	$935.04
14469	31	645-310-31-00	$1,038.72	$993.04
14469	107	645-312-08-00	$1,034.71	$807.46
14469	32	645-310-32-00	$1,060.22	$942.76
14469	106	645-312-07-00	$999.37	$887.66
14469	33	645-310-33-00	$1,038.72	$993.04
16109	2	645-040-80-16	$1,268.68	$1,159.08
16109	2	645-040-80-17	$1,230.13	$1,007.16
16109	2	645-040-80-18	$866.23	$849.66
16109	2	645-040-80-19	$913.95	$913.94
16109	2	645-040-80-20	$1,268.68	$1,159.08
16109	2	645-040-80-21	$1,268.68	$1,159.08
16109	2	645-040-80-22	$1,230.13	$1,007.16
16109	2	645-040-80-23	$866.23	$849.66
16109	2	645-040-80-24	$913.95	$913.94
16109	2	645-040-80-25	$1,268.68	$1,159.08
16109	2	645-040-79-29	$1,291.86	$1,182.26
16109	2	645-040-79-30	$1,250.27	$1,027.30
16109	2	645-040-79-31	$1,102.02	$1,085.46
16109	2	645-040-79-32	$1,085.48	$1,085.46
16109	2	645-040-79-33	$1,291.86	$1,182.26
16109	2	645-040-79-34	$1,291.86	$1,182.26
16109	2	645-040-79-35	$1,250.27	$1,027.30
16109	2	645-040-79-36	$1,080.74	$1,064.18
16109	2	645-040-79-37	$1,064.19	$1,064.18
16109	2	645-040-79-38	$1,268.68	$1,159.08
14469	105	645-312-06-00	$978.47	$935.04
14469	34	645-310-34-00	$1,060.22	$942.76
14469	C	645-312-62-00	$0.00	$0.00
14469	104	645-312-05-00	$999.37	$887.66
14469	35	645-310-35-00	$1,038.72	$993.04
14469	103	645-312-04-00	$978.47	$935.04
14469	36	645-310-36-00	$1,096.53	$857.56
14469	102	645-312-03-00	$999.37	$887.66
14469	37	645-310-37-00	$1,060.22	$942.76
14469	101	645-312-02-00	$978.47	$935.04
14469	38	645-310-38-00	$1,096.53	$857.56
16109	2	645-040-80-26	$1,268.68	$1,159.08
16109	2	645-040-80-27	$1,230.13	$1,007.16
16109	2	645-040-80-28	$866.23	$849.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-29	$913.95	$913.94
16109	2	645-040-80-30	$1,268.68	$1,159.08
16109	2	645-040-80-31	$1,268.68	$1,159.08
16109	2	645-040-80-32	$1,230.13	$1,007.16
16109	2	645-040-80-33	$866.23	$849.66
16109	2	645-040-80-34	$913.95	$913.94
16109	2	645-040-80-35	$1,268.68	$1,159.08
16109	2	645-040-79-39	$1,268.68	$1,159.08
16109	2	645-040-79-40	$1,230.13	$1,007.16
16109	2	645-040-79-41	$866.23	$849.66
16109	2	645-040-79-42	$913.95	$913.94
16109	2	645-040-79-43	$1,268.68	$1,159.08
16109	2	645-040-79-44	$1,268.68	$1,159.08
16109	2	645-040-79-45	$1,230.13	$1,007.16
16109	2	645-040-79-46	$866.23	$849.66
16109	2	645-040-79-47	$913.95	$913.94
16109	2	645-040-79-48	$1,268.68	$1,159.08
14469	100	645-312-01-00	$999.37	$887.66
14469	39	645-310-39-00	$1,060.22	$942.76
14469	40	645-310-40-00	$1,038.72	$993.04
16109	2	645-040-80-36	$1,268.68	$1,159.08
16109	2	645-040-80-37	$913.95	$913.94
16109	2	645-040-80-38	$866.23	$849.66
16109	2	645-040-80-39	$1,268.68	$1,159.08
16109	2	645-040-80-40	$1,268.68	$1,159.08
16109	2	645-040-80-41	$913.95	$913.94
16109	2	645-040-80-42	$866.23	$849.66
16109	2	645-040-80-43	$1,268.68	$1,159.08
16109	2	645-040-79-55	$1,230.13	$1,007.16
16109	2	645-040-79-56	$866.23	$849.66
16109	2	645-040-79-57	$913.95	$913.94
16109	2	645-040-79-58	$1,268.68	$1,159.08
16109	2	645-040-79-59	$1,268.68	$1,159.08
16109	2	645-040-79-60	$1,230.13	$1,007.16
16109	2	645-040-79-61	$866.23	$849.66
16109	2	645-040-79-62	$913.95	$913.94
16109	2	645-040-79-63	$1,268.68	$1,159.08
16109	2	645-040-79-54	$1,268.68	$1,159.08
16109	2	645-040-85-15	$1,266.53	$1,159.08
16109	2	645-040-85-16	$1,272.97	$1,054.38
16109	2	645-040-85-17	$1,272.97	$1,054.38
16109	2	645-040-85-18	$1,272.97	$1,054.38
16109	2	645-040-85-19	$1,272.97	$1,054.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-20	$865.90	$849.66
16109	2	645-040-85-21	$865.90	$849.66
16109	2	645-040-85-01	$865.90	$849.66
16109	2	645-040-85-02	$865.90	$849.66
16109	2	645-040-85-03	$1,272.97	$1,054.38
16109	2	645-040-85-04	$1,266.53	$1,159.08
16109	2	645-040-85-53	$1,266.53	$1,159.08
16109	2	645-040-85-54	$1,272.97	$1,054.38
16109	2	645-040-85-55	$1,272.97	$1,054.38
16109	2	645-040-85-56	$1,272.97	$1,054.38
16109	2	645-040-85-57	$865.90	$849.66
16109	2	645-040-85-58	$865.90	$849.66
16109	2	645-040-83-23	$841.96	$825.56
16109	2	645-040-83-24	$841.96	$825.56
16109	2	645-040-83-25	$841.96	$825.56
16109	2	645-040-83-26	$841.96	$825.56
16109	2	645-040-83-27	$841.96	$825.56
16109	2	645-040-83-28	$841.96	$825.56
16109	2	645-040-83-29	$841.96	$825.56
16109	2	645-040-83-30	$1,245.41	$1,024.44
16109	2	645-040-83-31	$1,245.41	$1,024.44
16109	2	645-040-83-32	$1,245.41	$1,024.44
16109	2	645-040-83-33	$1,245.41	$1,024.44
16109	2	645-040-85-22	$865.90	$849.66
16109	2	645-040-85-23	$865.90	$849.66
16109	2	645-040-85-24	$1,272.97	$1,054.38
16109	2	645-040-85-25	$1,272.97	$1,054.38
16109	2	645-040-85-26	$1,272.97	$1,054.38
16109	2	645-040-85-27	$1,272.97	$1,054.38
16109	2	645-040-85-28	$1,266.53	$1,159.08
16109	2	645-040-85-41	$865.90	$849.66
16109	2	645-040-85-42	$865.90	$849.66
16109	2	645-040-85-43	$1,272.97	$1,054.38
16109	2	645-040-85-44	$1,272.97	$1,054.38
16109	2	645-040-85-45	$1,272.97	$1,054.38
16109	2	645-040-85-46	$1,266.53	$1,159.08
16109	2	645-040-85-05	$1,266.53	$1,159.08
16109	2	645-040-85-06	$1,272.97	$1,054.38
16109	2	645-040-85-07	$865.90	$849.66
16109	2	645-040-85-08	$865.90	$849.66
16109	2	645-040-85-09	$1,266.53	$1,159.08
16109	2	645-040-85-10	$1,272.97	$1,054.38
16109	2	645-040-85-11	$1,272.97	$1,054.38

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-12	$1,272.97	$1,054.38
16109	2	645-040-85-13	$865.90	$849.66
16109	2	645-040-85-14	$865.90	$849.66
16109	2	645-040-85-47	$865.90	$849.66
16109	2	645-040-85-48	$865.90	$849.66
16109	2	645-040-85-49	$1,272.97	$1,054.38
16109	2	645-040-85-50	$1,272.97	$1,054.38
16109	2	645-040-85-51	$1,272.97	$1,054.38
16109	2	645-040-85-52	$1,266.53	$1,159.08
16109	2	645-040-85-29	$865.90	$849.66
16109	2	645-040-85-30	$865.90	$849.66
16109	2	645-040-85-31	$1,272.97	$1,054.38
16109	2	645-040-85-32	$1,266.53	$1,159.08
16109	2	645-040-85-37	$1,266.53	$1,159.08
16109	2	645-040-85-38	$1,272.97	$1,054.38
16109	2	645-040-85-39	$865.90	$849.66
16109	2	645-040-85-40	$865.90	$849.66
16413	2	645-410-02-01	$1,638.14	$1,506.52
16413	2	645-410-02-02	$1,638.17	$1,370.44
16413	2	645-410-02-03	$1,638.17	$1,370.44
16413	2	645-410-02-04	$1,638.17	$1,370.44
16413	2	645-410-02-05	$1,638.17	$1,370.44
16413	2	645-410-02-06	$1,124.25	$1,104.38
16413	2	645-410-02-07	$1,124.28	$983.74
16413	2	645-410-02-08	$1,124.28	$983.74
16413	2	645-410-02-09	$1,124.25	$1,104.38
16413	2	645-410-02-10	$1,638.17	$1,370.44
16413	2	645-410-02-11	$1,638.17	$1,370.44
16413	2	645-410-02-12	$1,638.17	$1,370.44
16413	2	645-410-02-13	$1,638.17	$1,370.44
16413	2	645-410-02-14	$1,638.14	$1,506.52
16413	2	645-410-02-15	$1,638.14	$1,506.52
16413	2	645-410-02-16	$1,638.17	$1,370.44
16413	2	645-410-02-17	$1,638.17	$1,370.44
16413	2	645-410-02-18	$1,638.17	$1,370.44
16413	2	645-410-02-19	$1,124.28	$983.74
16413	2	645-410-02-20	$1,124.25	$1,104.38
16413	2	645-410-02-21	$1,124.25	$1,104.38
16413	2	645-410-02-22	$1,124.28	$983.74
16413	2	645-410-02-23	$1,638.17	$1,370.44
16413	2	645-410-02-24	$1,638.17	$1,370.44
16413	2	645-410-02-25	$1,638.17	$1,370.44
16413	2	645-410-02-26	$1,638.14	$1,506.52

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-11-13	$1,638.14	$1,506.52
16413	2	645-410-11-14	$1,638.17	$1,370.44
16413	2	645-410-11-15	$1,638.17	$1,370.44
16413	2	645-410-11-16	$1,638.17	$1,370.44
16413	2	645-410-11-17	$1,638.17	$1,370.44
16413	2	645-410-11-18	$1,124.25	$1,104.38
16413	2	645-410-11-19	$1,124.28	$983.74
16413	2	645-410-10-01	$1,638.14	$1,506.52
16413	2	645-410-10-02	$1,638.17	$1,370.44
16413	2	645-410-10-03	$1,638.17	$1,370.44
16413	2	645-410-10-04	$1,638.17	$1,370.44
16413	2	645-410-10-05	$1,638.17	$1,370.44
16413	2	645-410-10-06	$1,124.25	$1,104.38
16413	2	645-410-10-07	$1,124.28	$983.74
16413	2	645-410-11-21	$1,124.25	$1,104.38
16413	2	645-410-11-22	$1,638.17	$1,370.44
16413	2	645-410-11-23	$1,638.17	$1,370.44
16413	2	645-410-11-24	$1,638.17	$1,370.44
16413	2	645-410-11-25	$1,638.17	$1,370.44
16413	2	645-410-11-26	$1,638.14	$1,506.52
16413	2	645-410-11-20	$1,124.28	$983.74
16413	2	645-410-10-10	$1,638.17	$1,370.44
16413	2	645-410-10-08	$1,124.28	$983.74
16413	2	645-410-10-09	$1,124.25	$1,104.38
16413	2	645-410-10-11	$1,638.17	$1,370.44
16413	2	645-410-10-12	$1,638.17	$1,370.44
16413	2	645-410-10-13	$1,638.17	$1,370.44
16413	2	645-410-10-14	$1,638.14	$1,506.52
16413	2	645-410-02-27	$1,509.97	$1,386.42
16413	2	645-410-02-28	$1,512.50	$1,261.18
16413	2	645-410-02-29	$1,512.50	$1,261.18
16413	2	645-410-02-30	$1,512.50	$1,261.18
16413	2	645-410-02-31	$1,037.24	$905.32
16413	2	645-410-02-32	$1,034.99	$1,016.34
16413	2	645-410-11-27	$1,638.14	$1,506.52
16413	2	645-410-11-28	$1,638.17	$1,370.44
16413	2	645-410-11-29	$1,638.17	$1,370.44
16413	2	645-410-11-30	$1,638.17	$1,370.44
16413	2	645-410-11-31	$1,638.17	$1,370.44
16413	2	645-410-11-32	$1,124.25	$1,104.38
16413	2	645-410-11-33	$1,124.28	$983.74
16413	2	645-410-10-15	$1,638.14	$1,506.52
16413	2	645-410-10-16	$1,638.17	$1,370.44

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-17	$1,638.17	$1,370.44
16413	2	645-410-10-18	$1,638.17	$1,370.44
16413	2	645-410-10-19	$1,638.17	$1,370.44
16413	2	645-410-10-20	$1,124.25	$1,104.38
16413	2	645-410-10-21	$1,124.28	$983.74
16413	2	645-410-02-33	$1,034.99	$1,016.34
16413	2	645-410-02-34	$1,037.24	$905.32
16413	2	645-410-02-35	$1,512.50	$1,261.18
16413	2	645-410-02-36	$1,512.50	$1,261.18
16413	2	645-410-02-37	$1,512.50	$1,261.18
16413	2	645-410-02-38	$1,509.97	$1,386.42
16413	2	645-410-11-34	$1,124.28	$983.74
16413	2	645-410-11-35	$1,124.25	$1,104.38
16413	2	645-410-11-36	$1,638.17	$1,370.44
16413	2	645-410-11-37	$1,638.17	$1,370.44
16413	2	645-410-11-38	$1,638.17	$1,370.44
16413	2	645-410-11-39	$1,638.17	$1,370.44
16413	2	645-410-11-40	$1,638.14	$1,506.52
16413	2	645-410-10-22	$1,124.28	$983.74
16413	2	645-410-10-23	$1,124.25	$1,104.38
16413	2	645-410-10-24	$1,638.17	$1,370.44
16413	2	645-410-10-25	$1,638.17	$1,370.44
16413	2	645-410-10-26	$1,638.17	$1,370.44
16413	2	645-410-10-27	$1,638.17	$1,370.44
16413	2	645-410-10-28	$1,638.14	$1,506.52
16413	2	645-410-02-39	$1,509.97	$1,386.42
16413	2	645-410-02-40	$1,512.50	$1,261.18
16413	2	645-410-02-41	$1,512.50	$1,261.18
16413	2	645-410-02-42	$1,512.50	$1,261.18
16413	2	645-410-02-43	$1,037.24	$905.32
16413	2	645-410-02-44	$1,034.99	$1,016.34
16413	2	645-410-11-41	$1,638.14	$1,506.52
16413	2	645-410-11-42	$1,638.17	$1,370.44
16413	2	645-410-11-43	$1,638.17	$1,370.44
16413	2	645-410-11-44	$1,638.17	$1,370.44
16413	2	645-410-11-45	$1,638.17	$1,370.44
16413	2	645-410-11-46	$1,124.25	$1,104.38
16413	2	645-410-11-47	$1,124.28	$983.74
16413	2	645-410-10-35	$1,124.28	$983.74
16413	2	645-410-10-29	$1,638.14	$1,506.52
16413	2	645-410-10-30	$1,638.17	$1,370.44
16413	2	645-410-10-31	$1,638.17	$1,370.44
16413	2	645-410-10-32	$1,638.17	$1,370.44

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-33	$1,638.17	$1,370.44
16413	2	645-410-10-34	$1,124.25	$1,104.38
16413	2	645-410-02-45	$1,034.99	$1,016.34
16413	2	645-410-02-46	$1,037.24	$905.32
16413	2	645-410-02-47	$1,512.50	$1,261.18
16413	2	645-410-02-48	$1,512.50	$1,261.18
16413	2	645-410-02-49	$1,509.97	$1,386.42
16413	2	645-410-11-48	$1,037.24	$905.32
16413	2	645-410-11-49	$1,034.99	$1,016.34
16413	2	645-410-11-50	$1,512.50	$1,261.18
16413	2	645-410-11-51	$1,512.50	$1,261.18
16413	2	645-410-11-52	$1,512.50	$1,261.18
16413	2	645-410-11-53	$1,512.50	$1,261.18
16413	2	645-410-11-54	$1,509.97	$1,386.42
16413	2	645-410-10-36	$1,037.24	$905.32
16413	2	645-410-10-37	$1,034.99	$1,016.34
16413	2	645-410-10-38	$1,512.50	$1,261.18
16413	2	645-410-10-39	$1,512.50	$1,261.18
16413	2	645-410-10-40	$1,512.50	$1,261.18
16413	2	645-410-10-41	$1,512.50	$1,261.18
16413	2	645-410-10-42	$1,509.97	$1,386.42
16413	2	645-410-02-50	$1,638.14	$1,506.52
16413	2	645-410-02-51	$1,638.17	$1,370.44
16413	2	645-410-02-52	$1,638.17	$1,370.44
16413	2	645-410-02-53	$1,124.28	$983.74
16413	2	645-410-02-54	$1,124.25	$1,104.38
16413	2	645-410-11-55	$1,509.97	$1,386.42
16413	2	645-410-11-56	$1,512.50	$1,261.18
16413	2	645-410-11-57	$1,512.50	$1,261.18
16413	2	645-410-11-58	$1,512.50	$1,261.18
16413	2	645-410-11-59	$1,512.50	$1,261.18
16413	2	645-410-11-60	$1,034.99	$1,016.34
16413	2	645-410-11-61	$1,037.24	$905.32
16413	2	645-410-10-43	$1,509.97	$1,386.42
16413	2	645-410-10-44	$1,512.50	$1,261.18
16413	2	645-410-10-45	$1,512.50	$1,261.18
16413	2	645-410-10-46	$1,512.50	$1,261.18
16413	2	645-410-10-47	$1,512.50	$1,261.18
16413	2	645-410-10-48	$1,034.99	$1,016.34
16413	2	645-410-10-49	$1,037.24	$905.32
16413	2	645-410-02-55	$1,034.99	$1,016.34
16413	2	645-410-02-56	$1,037.24	$905.32
16413	2	645-410-02-57	$1,512.50	$1,261.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-02-58	$1,512.50	$1,261.18
16413	2	645-410-02-59	$1,509.97	$1,386.42
16413	2	645-410-11-62	$1,037.24	$905.32
16413	2	645-410-11-63	$1,034.99	$1,016.34
16413	2	645-410-11-64	$1,512.50	$1,261.18
16413	2	645-410-11-65	$1,512.50	$1,261.18
16413	2	645-410-11-66	$1,512.50	$1,261.18
16413	2	645-410-11-67	$1,512.50	$1,261.18
16413	2	645-410-11-68	$1,509.97	$1,386.42
16413	2	645-410-10-50	$1,037.24	$905.32
16413	2	645-410-10-51	$1,034.99	$1,016.34
16413	2	645-410-10-52	$1,512.50	$1,261.18
16413	2	645-410-10-53	$1,512.50	$1,261.18
16413	2	645-410-10-54	$1,512.50	$1,261.18
16413	2	645-410-10-55	$1,512.50	$1,261.18
16413	2	645-410-10-56	$1,509.97	$1,386.42
16109	2	645-040-85-33	$1,266.53	$1,159.08
16109	2	645-040-85-34	$1,272.97	$1,054.38
16109	2	645-040-85-35	$865.90	$849.66
16109	2	645-040-85-36	$865.90	$849.66
16109	2	645-040-85-71	$1,266.53	$1,159.08
16109	2	645-040-85-72	$1,272.97	$1,054.38
16109	2	645-040-85-73	$865.90	$849.66
16109	2	645-040-85-74	$865.90	$849.66
16109	2	645-040-85-59	$865.90	$849.66
16109	2	645-040-85-60	$865.90	$849.66
16109	2	645-040-85-61	$1,272.97	$1,054.38
16109	2	645-040-85-62	$1,266.53	$1,159.08
16109	2	645-040-85-67	$865.90	$849.66
16109	2	645-040-85-68	$865.90	$849.66
16109	2	645-040-85-69	$1,272.97	$1,054.38
16109	2	645-040-85-70	$1,266.53	$1,159.08
16109	2	645-040-85-63	$1,266.53	$1,159.08
16109	2	645-040-85-64	$1,272.97	$1,054.38
16109	2	645-040-85-65	$865.90	$849.66
16109	2	645-040-85-66	$865.90	$849.66
15496	1	645-390-01-00	$244,811.70	$244,811.70
13882	1	645-180-01-00	$0.00	$0.00
13882	PAR A	645-180-15-00	$0.00	$0.00
13882	7	645-280-27-00	$0.00	$0.00
20074	PAR 1	645-280-25-30	$0.00	$0.00
20074	PAR 1	645-280-25-31	$0.00	$0.00
20074	PAR 1	645-280-25-32	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
20074	PAR 1	645-280-25-33	$0.00	$0.00
20074	PAR 1	645-280-25-34	$0.00	$0.00
20074	PAR 1	645-280-25-35	$0.00	$0.00
20074	PAR 1	645-280-25-36	$0.00	$0.00
20074	PAR 1	645-280-25-02	$0.00	$0.00
20074	PAR 1	645-280-25-07	$0.00	$0.00
20074	PAR 1	645-280-25-01	$0.00	$0.00
20074	PAR 1	645-280-25-03	$0.00	$0.00
20074	PAR 1	645-280-25-04	$0.00	$0.00
20074	PAR 1	645-280-25-05	$0.00	$0.00
20074	PAR 1	645-280-25-06	$0.00	$0.00
20074	PAR 1	645-280-25-18	$0.00	$0.00
20074	PAR 1	645-280-25-20	$0.00	$0.00
20074	PAR 1	645-280-25-22	$0.00	$0.00
20074	PAR 1	645-280-25-23	$0.00	$0.00
20074	PAR 1	645-280-25-21	$0.00	$0.00
20074	PAR 1	645-280-25-17	$0.00	$0.00
20074	PAR 1	645-280-25-19	$0.00	$0.00
13882	PAR B	645-180-18-00	$0.00	$0.00
20074	PAR 1	645-280-25-24	$0.00	$0.00
20074	PAR 1	645-280-25-26	$0.00	$0.00
20074	PAR 1	645-280-25-29	$0.00	$0.00
20074	PAR 1	645-280-25-25	$0.00	$0.00
20074	PAR 1	645-280-25-27	$0.00	$0.00
20074	PAR 1	645-280-25-28	$0.00	$0.00
15157	PAR 3	645-380-14-00	$0.00	$0.00
20074	PAR 1	645-280-25-08	$0.00	$0.00
20074	PAR 1	645-280-25-09	$0.00	$0.00
20074	PAR 1	645-280-25-11	$0.00	$0.00
20074	PAR 1	645-280-25-10	$0.00	$0.00
20074	PAR 1	645-280-25-15	$0.00	$0.00
20074	PAR 1	645-280-25-16	$0.00	$0.00
20074	PAR 1	645-280-25-12	$0.00	$0.00
20074	PAR 1	645-280-25-13	$0.00	$0.00
20074	PAR 1	645-280-25-14	$0.00	$0.00
13610	10	645-130-10-00	$926.56	$880.86
13530	9	645-110-09-00	$999.74	$760.72
13530	10	645-110-10-00	$999.74	$760.72
13610	9	645-130-09-00	$953.77	$836.26
13610	8	645-130-08-00	$953.77	$836.26
13610	42	645-130-42-00	$926.56	$880.86
13530	8	645-110-08-00	$953.77	$836.26
13610	43	645-130-43-00	$926.56	$880.86

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	PAR 2	645-110-30-00	$957.27	$911.68
13610	7	645-130-07-00	$926.56	$880.86
13610	11	645-130-11-00	$953.77	$836.26
13610	44	645-130-44-00	$953.77	$836.26
13530	26	645-110-26-00	$1,025.80	$717.74
13530	PAR 3	645-110-31-00	$957.27	$911.68
13610	6	645-130-06-00	$926.56	$880.86
13610	45	645-130-45-00	$926.56	$880.86
13610	64	645-130-64-00	$926.56	$880.86
13530	PAR 1	645-110-29-00	$957.27	$911.68
13610	12	645-130-12-00	$926.56	$880.86
13530	27	645-110-27-00	$999.74	$760.72
13610	46	645-130-46-00	$926.56	$880.86
13610	5	645-130-05-00	$926.56	$880.86
13530	PAR 4	645-110-32-00	$982.77	$865.52
13610	47	645-130-47-00	$953.77	$836.26
13530	28	645-111-01-00	$953.77	$836.26
13610	13	645-130-13-00	$926.56	$880.86
13610	63	645-130-63-00	$953.77	$836.26
13610	18	645-130-18-00	$953.77	$836.26
13610	48	645-130-48-00	$926.56	$880.86
13610	4	645-130-04-00	$953.77	$836.26
13610	62	645-130-62-00	$926.56	$880.86
13610	14	645-130-14-00	$926.56	$880.86
13610	17	645-130-17-00	$926.56	$880.86
13610	49	645-130-49-00	$926.56	$880.86
13610	50	645-130-50-00	$926.56	$880.86
13610	3	645-130-03-00	$926.56	$880.86
13610	15	645-130-15-00	$926.56	$880.86
13610	61	645-130-61-00	$926.56	$880.86
13610	51	645-130-51-00	$926.56	$880.86
13610	2	645-130-02-00	$926.56	$880.86
13610	52	645-130-52-00	$926.56	$880.86
13610	16	645-130-16-00	$926.56	$880.86
14900	18	645-370-18-00	$1,085.96	$1,085.94
14900	17	645-370-17-00	$1,052.75	$1,007.38
13610	1	645-130-01-00	$953.77	$836.26
14900	5	645-370-05-00	$1,085.96	$1,085.94
14900	16	645-370-16-00	$1,085.96	$1,085.94
14900	6	645-370-06-00	$1,085.96	$1,085.94
14900	4	645-370-04-00	$1,052.75	$1,007.38
14900	15	645-370-15-00	$1,052.75	$1,007.38
13530	93	645-111-37-00	$953.77	$836.26

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19831	PAR 1	645-370-54-00	$1,085.96	$1,085.94
14900	3	645-370-03-00	$1,085.96	$1,085.94
14900	14	645-370-14-00	$1,085.96	$1,085.94
19831	PAR 2	645-370-55-00	$1,052.75	$1,007.38
13610	60	645-130-60-00	$926.56	$880.86
14900	2	645-370-02-00	$1,085.96	$1,085.94
14900	13	645-370-13-00	$1,085.96	$1,085.94
13530	94	645-111-38-00	$999.74	$760.72
14900	9	645-370-09-00	$1,085.96	$1,085.94
14900	1	645-370-01-00	$1,052.75	$1,007.38
13610	59	645-130-59-00	$953.77	$836.26
14900	47	645-370-47-00	$1,052.75	$1,007.38
14900	19	645-370-19-00	$1,052.75	$1,007.38
14900	31	645-370-31-00	$1,085.96	$1,085.94
13530	110	645-111-54-00	$926.56	$880.86
14900	46	645-370-46-00	$1,085.96	$1,085.94
14900	20	645-370-20-00	$1,085.96	$1,085.94
14900	30	645-370-30-00	$1,052.75	$1,007.38
13610	58	645-130-58-00	$926.56	$880.86
14900	45	645-370-45-00	$1,085.96	$1,085.94
14900	34	645-370-34-00	$1,052.75	$1,007.38
14900	21	645-370-21-00	$1,085.96	$1,085.94
14900	35	645-370-35-00	$1,052.75	$1,007.38
14900	10	645-370-10-00	$1,085.96	$1,085.94
14900	29	645-370-29-00	$1,085.96	$1,085.94
13530	111	645-111-55-00	$953.77	$836.26
14900	44	645-370-44-00	$1,052.75	$1,007.38
14900	33	645-370-33-00	$1,085.96	$1,085.94
14900	22	645-370-22-00	$1,052.75	$1,007.38
14900	36	645-370-36-00	$1,085.96	$1,085.94
14900	11	645-370-11-00	$1,052.75	$1,007.38
14900	28	645-370-28-00	$1,052.75	$1,007.38
13610	57	645-130-57-00	$926.56	$880.86
14900	43	645-370-43-00	$1,085.96	$1,085.94
14900	32	645-370-32-00	$1,085.96	$1,085.94
14900	23	645-370-23-00	$1,085.96	$1,085.94
14900	37	645-370-37-00	$1,085.96	$1,085.94
14900	12	645-370-12-00	$1,052.75	$1,007.38
14900	27	645-370-27-00	$1,085.96	$1,085.94
13530	112	645-111-56-00	$926.56	$880.86
14900	42	645-370-42-00	$1,052.75	$1,007.38
14900	24	645-370-24-00	$1,085.96	$1,085.94
14900	26	645-370-26-00	$1,052.75	$1,007.38

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	38	645-370-38-00	$1,052.75	$1,007.38
13610	56	645-130-56-00	$926.56	$880.86
14900	41	645-370-41-00	$1,085.96	$1,085.94
14900	25	645-370-25-00	$1,052.75	$1,007.38
14900	40	645-370-40-00	$1,052.75	$1,007.38
13610	55	645-130-55-00	$926.56	$880.86
14900	39	645-370-39-00	$1,085.96	$1,085.94
13610	54	645-130-54-00	$926.56	$880.86
13610	53	645-130-53-00	$953.77	$836.26
14730	A	645-370-48-00	$0.00	$0.00
14900	B	645-370-49-00	$0.00	$0.00
14900	C	645-370-50-00	$0.00	$0.00
14900	D	645-370-51-00	$0.00	$0.00
14900	E	645-370-52-00	$0.00	$0.00
13882	4	645-180-04-00	$0.00	$0.00
13882	5	645-180-05-00	$0.00	$0.00
13882	PAR B	645-180-16-00	$0.00	$0.00
13882	12	645-180-12-00	$17,135.80	$0.00
13882	13	645-180-13-00	$13,387.34	$0.00
13882	14	645-180-14-00	$13,387.34	$0.00
0	A	645-280-23-00	$0.00	$0.00
14730	B	645-341-75-00	$0.00	$0.00
14730	F	645-341-76-00	$0.00	$0.00
14730	G	645-341-77-00	$0.00	$0.00
0	NA	645-040-65-00	$0.00	$0.00
0	NA	645-040-67-00	$0.00	$0.00
0	NA	645-040-72-00	$49,399.30	$0.00
16109	2	645-040-81-00	$0.00	$0.00
16109	2	645-040-82-00	$0.00	$0.00
16109	2	645-040-84-00	$0.00	$0.00
13610	30	645-130-30-00	$926.56	$880.86
15496	A	645-390-04-00	$0.00	$0.00
15496	D	645-390-07-00	$0.00	$0.00
15157	3	645-380-03-00	$14,726.08	$0.00
15157	4	645-380-04-00	$58,502.70	$0.00
15157	5	645-380-05-00	$14,726.08	$0.00
15157	A	645-380-11-00	$0.00	$0.00
14730	NA	645-340-52-00	$0.00	$0.00
13610	A	645-130-65-00	$0.00	$0.00
14900	F	645-370-53-00	$0.00	$0.00
15496	2	645-390-02-00	$3,269.88	$3,223.14
15496	2	645-390-02-00	$232,161.89	$232,161.88
15496	C	645-390-06-00	$0.00	$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2024/2025 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15496	E	645-390-08-00	$0.00	$0.00
0	3	645-040-75-00	$0.00	$0.00
0	0	645-040-76-00	$0.00	$0.00
16109	2	645-040-86-00	$0.00	$0.00
13530	PAR 3	645-113-13-00	$0.00	$0.00
13613	E	645-142-36-00	$0.00	$0.00
15496	3	645-390-03-00	$33,066.74	$0.00
15496	B	645-390-05-00	$0.00	$0.00
14730	E	645-060-42-00	$0.00	$0.00
14730	180	645-060-43-14	$872.06	$872.04
14730	180	645-060-46-00	$0.00	$0.00
14551	1	645-090-38-00	$13,253.47	$0.00
14551	A	645-090-39-00	$0.00	$0.00
14730	A	645-340-51-00	$0.00	$0.00
14730	C	645-342-56-00	$0.00	$0.00
14730	D	645-342-57-00	$0.00	$0.00
14730	H	645-342-58-00	$0.00	$0.00
16413	1	645-410-01-00	$76,599.00	$76,599.00
16413	2	645-410-12-00	$0.00	$0.00
16413	2	645-410-13-00	$0.00	$0.00
16413	2	645-410-14-00	$0.00	$0.00
13928	D	645-210-30-00	$0.00	$0.00
13928	E	645-210-31-00	$0.00	$0.00
13928	C	645-211-76-00	$0.00	$0.00
13928	G	645-221-01-00	$0.00	$0.00
16109	2	645-040-85-00	$0.00	$0.00

Total Parcels	**2,262**
Total Taxable Parcels	**2,097**
Total Maximum Annual Special Tax	**$3,219,795.26**
Total Assigned Special Tax	**$2,748,598.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 24/25-0010 AUTHORIZING THE ESTABLISHMENT OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

BACKGROUND INFORMATION:
The District's actuarial liability for District-paid retiree benefits (OPEB) is $16,544,352 as of June 30, 2023. The total amount represents the liability cost associated with retiree benefits for all current employees, upon retirement, and retirees for future years out.

The PARS IRS Section 115 Post-Employment Benefits Trust will allow the District to set aside funds into an irrevocable trust to address these future costs. Assets in the PARS Trust can be accessed at any time to offset these liabilities. A draft copy of the Administrative Services Agreement is attached as reference.

PARS is the California School Boards Association (CSBA) endorsed OPEB Trust Administrator Services provider. They currently provide OPEB and Pension administration services for over 300 clients, including dozens of school districts throughout California.

RECOMMENDATION:
Approve and Adopt Resolution No. 24/25-0010 authorizing the establishment of the PARS Post Employment Benefit Trust to be administered by Public Agency Retirement Services (PARS). Appoint the Chief Business Official or his/her successor or his/her designee to serve as the District's Plan Administrator and to execute the documents necessary to implement the Trust.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

RESOLUTION NO. 24/25-0010

RESOLUTION OF THE GOVERNING BOARD OF EDUCATION
OF THE SAN YSIDRO SCHOOL DISTRICT
AUTHORIZING THE ESTABLISHMENT OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the San Ysidro School District ("District") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the District's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the District's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the District reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Education hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective July 11, 2024; and

2. The Governing Board hereby appoints *Marilyn Adrianzen, Chief Business Official*, or his/her successor or his/her designee as the District's Plan Administrator for the Program; and

3. The District's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Program.

AYES: NOES: ABSENT: ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Antonio Martinez, the Clerk of the Governing Board of Education of the San Ysidro School District, State of California, hereby certifies that the above-foregoing resolution was duly and regularly adopted by said District at a regular meeting held on the 11th day of July 2024 and passed by a _____ vote of said Board.

IN WITNESS of which I have hereunto set my hand and seal this 11th day of July 2024.

_____
Clerk of the Governing Board

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2024, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations ("Plan") and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".

3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

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Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

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11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.

13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]

    Notices shall be deemed given on the date received by the addressee.

16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2024 and ending _____, 2027 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.

17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

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18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

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EXHIBIT 1A

SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;

   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;

   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;

   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;

   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;

   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;

   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;

   (F) Preparing and submitting an annual report of Plan activity to the Agency;

   (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;

   (H) Coordinating periodic audits of the Trust;

   (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

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EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$1	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.20%
$15,000,001	to	$50,000,000	0.15%
$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

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EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AB1200 MANAGEMENT AND CLASSIFIED CONFIDENTIAL

BACKGROUND INFORMATION:
The San Ysidro School District and the Unrepresented Groups (superintendent, management and classified confidential) have agreed to the following. The increase above shall be implemented upon approval by the Governing Board. If an agreement is reached with any other Bargaining Units that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to the Unrepresented Groups. This agreement is for the period of July 1, 2023 through June 30, 2025.

Certificated/Classified Management & Classified Confidential Groups

Effective January 1, 2024:

- 5% salary schedule increase
- Fringe Benefits – the health and welfare benefits cap will increase from $10,500 to $11,500

Effective January 1, 2025:

- 2% salary schedule increase

Possible Superintendent's salary increase:

Effective January 1, 2024

- 4% salary schedule increase

Effective January 1, 2025

- 2% salary schedule increase

RECOMMENDATION:
Approve the submittal of AB1200 to the San Diego County Office of Education to provide an equivalent salary schedule increase and health & welfare benefits to certificated/classified management and classified confidential groups, and possible Superintendent salary increase.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Adjustment (Amount)	(Name of funding source and/or location)
$361,588.00	General, Child Development & CNS

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District:	SAN YSIDRO SCHOOL DISTRICT
Name of Bargaining Unit:	Superintendent, Management and Classified Confidential
Certificated, Classified, Other:	Other

The proposed agreement covers the period beginning: July 1, 2023 (date) and ending: June 30, 2025 (date)

If this agreement is part of a multi-year agreement, indicate all fiscal years covered by the agreement.
Enter the on-schedule % increase for each fiscal year. (Do not report off-schedule increases in this section)

Fiscal Year	2022-23	2023-24	2024-25
% Increase		5% - beginning 01-01-24	2% - beginning 01-01-25

The Governing Board will act upon this agreement on: July 11, 2024 (date)

Budget Revisions to be adopted by: (no later than 45 days after approval) August 25, 2024 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation Fund 01- General Fund		Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreements) Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1.	**Salary Schedule** On-Schedule increase	$ 3,765,119	$ 93,128.28 2.47%	$ 218,196.52 5.66%	$ 248,665.85 6.10%
2.	**Step & Column** Increase or decrease in the cost of step & column as a result of the settlement		1,862.57	4,363.93	$ 4,973.32
3.	**Other Compensation** Stipends, Off-schedule payments, Longevity, Overtime, Differential, one-time bonuses, etc				
4.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc	$ 1,141,537.74	$ 28,538 2.50%	$ 69,063 5.90%	$ 81,049 6.54%
5.	**Health/Welfare Plans**	$ 304,500	26,900.00 8.83%	26,900.00 8.12%	26,900.00 7.51%
6.	**Total Bargaining Unit Compensation** Add Items 1 through 5 to equal 6	$ 5,211,157	$ 150,429 2.89%	$ 318,523 5.94%	$ 361,588 6.37%
7.	**Total Number of Bargaining Unit Employees/FTE**	29.00			
8.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 179,695	$ 5,187 2.89%	$ 10,984 5.94%	$ 12,469 6.37%

Will this agreement trigger a "Me Too" agreement with another bargaining unit? **No**

Impact on Other Funds

Will this agreement have an impact on any other funds?		Annual Cost Prior to Proposed Settlement 23-24 Second Interim	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
No	Adult Education Fund				
Yes	Child Development Fund	174,386	5,360	7,191	9,022
Yes	Cafeteria Fund	203,865	6,197	8,338	10,479
No	Other Enterprise Fund				
Yes	Building Fund				

9. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and other comments and explanations as necessary.

The San Ysidro School District and the Unrepresented Groups (management and classified confidential) have agreed to the following: effective January 1, 2024, the management and classified confidential salary schedules will be increased by 5% and beginning in January 1, 2025, the management and classified confidential salary schedules will be increased by 2%. Additionally, the health and welfare benefit cap will increase to $11,500. This memorandum of understanding is for the period of July 1, 2023 through June 30, 2025. The Superintendent's salary increase will include the following: 4% salary schedule increase beginning January 1, 2024; 2% salary schedule increase beginning January 1, 2025.

10. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

There were no additional steps, columns or ranges were added to the salary schedules.

B. Proposed Negotiated Changes in Non-Compensation items (class size adjustments, staff development days, teacher prep time, etc.)

There were no changes in non-compensation items such as class size adjustments, staff development days, etc.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no specific impacts on instructional and support programs to accommodate this settlement.

Will the increase in costs as a result of the agreement necessitate budget reductions in the current or subsequent two fiscal years? (●) YES ( ) NO

If yes, please specify the amount of the budget reductions necessary for each fiscal year

2023-24	2024-25	2025-26
$ 3,000,000.00	$ 4,300,000.00	$1,500,000-$2,000,000

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

No contingency language is included in the proposed agreement.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

No major revisions were made to other provisions within the agreement.

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund, Child Development Fund, Cafeteria Fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing costs will be funded by the general fund, the child development fund, and the cafeteria fund.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The ongoing costs will be funded by the general fund, the child development fund, and the cafeteria fund.

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 57,395,789			$ 57,395,789
Federal Revenue	8100-8299	$ 100,000		$ -	$ 100,000
Other State Revenue	8300-8599	$ 829,798			$ 829,798
Other Local Revenue	8600-8799	$ 767,276		$ -	$ 767,276
TOTAL REVENUES		$ 59,092,863		$ -	$ 59,092,863
EXPENDITURES					
Certificated Salaries	1000-1999	$ 22,499,556	$ 65,292		$ 22,564,847
Classified Salaries	2000-2999	$ 9,326,500	$ 29,699		$ 9,356,199
Employee Benefits	3000-3999	$ 10,773,470	$ 55,438		$ 10,828,908
Books and Supplies	4000-4999	$ 1,072,576		$ -	$ 1,072,576
Services and Other Operating Expenditures	5000-5999	$ 6,488,032		$ -	$ 6,488,032
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000			$ 271,000
Transfers of Indirect Costs	7300-7399	$ (1,790,767)		$ -	$ (1,790,767)
TOTAL EXPENDITURES		$ 48,640,366	$ 150,429	$ -	$ 48,790,795
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 29,126	$ -	$ -	$ 29,126
Transfers Out and Other Uses	7600-7699		$ -		$ -
Contributions	8980-8999	$ (10,550,999)	$ -	$ -	$ (10,550,999)
OPERATING SURPLUS (DEFICIT)*		$ (69,376)	$ (150,429)	$ -	$ (219,805)
BEGINNING FUND BALANCE	9791	$ 3,522,680			$ 3,522,680
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3,453,304	$ (150,429)	$ -	$ 3,302,875
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,000	$ -	$ -	$ 100,000
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 310,912	$ (150,429)	$ -	$ 160,483
Reserve for Economic Uncertainties	9789	$ 3,042,392		$ -	$ 3,042,392
Unassigned/Unappropriated Amount	9790	$ 1	$ -	$ -	$ 1

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 233,940		$ -	$ 233,940
Federal Revenue	8100-8299	$ 7,237,714		$ -	$ 7,237,714
Other State Revenue	8300-8599	$ 10,744,862		$ -	$ 10,744,862
Other Local Revenue	8600-8799	$ 3,402,760			$ 3,402,760
TOTAL REVENUES		$ 21,619,275		$ -	$ 21,619,275
EXPENDITURES					
Certificated Salaries	1000-1999	$ 6,517,166		$ -	$ 6,517,166
Classified Salaries	2000-2999	$ 4,862,170		$ -	$ 4,862,170
Employee Benefits	3000-3999	$ 8,374,948		$ -	$ 8,374,948
Books and Supplies	4000-4999	$ 10,066,670		$ -	$ 10,066,670
Services and Other Operating Expenditures	5000-5999	$ 19,237,697			$ 19,237,697
Capital Outlay	6000-6999	$ 1,974,720			$ 1,974,720
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 1,588,821		$ -	$ 1,588,821
TOTAL EXPENDITURES		$ 52,622,192	$ -	$ -	$ 52,622,192
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699		$ -		$ -
Contributions	8980-8999	$ 10,550,999	$ -	$ -	$ 10,550,999
OPERATING SURPLUS (DEFICIT)*		$ (20,451,918)	$ -	$ -	$ (20,451,918)
BEGINNING FUND BALANCE	9791	$ 25,252,714			$ 25,252,714
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 4,800,796	$ -	$ -	$ 4,800,796
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 4,800,796		$ -	$ 4,800,796
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (24-25 Adopted Budget)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 57,629,729		$ -	$ 57,629,729
Federal Revenue	8100-8299	$ 7,337,714		$ -	$ 7,337,714
Other State Revenue	8300-8599	$ 11,574,660		$ -	$ 11,574,660
Other Local Revenue	8600-8799	$ 4,170,036		$ -	$ 4,170,036
TOTAL REVENUES		$ 80,712,138		$ -	$ 80,712,138
EXPENDITURES					
Certificated Salaries	1000-1999	$ 29,016,722	$ 65,292	$ -	$ 29,082,013
Classified Salaries	2000-2999	$ 14,188,670	$ 29,699	$ -	$ 14,218,369
Employee Benefits	3000-3999	$ 19,148,418	$ 55,438	$ -	$ 19,203,856
Books and Supplies	4000-4999	$ 11,139,246		$ -	$ 11,139,246
Services and Other Operating Expenditures	5000-5999	$ 25,725,729		$ -	$ 25,725,729
Capital Outlay	6000-6999	$ 1,974,720		$ -	$ 1,974,720
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000		$ -	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (201,946)		$ -	$ (201,946)
TOTAL EXPENDITURES		$ 101,262,558	$ 150,429	$ -	$ 101,412,987
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ 29,126	$ -	$ -	$ 29,126
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (20,521,294)	$ (150,429)	$ -	$ (20,671,723)
BEGINNING FUND BALANCE	9791	$ 28,775,394			$ 28,775,394
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 8,254,100	$ (150,429)	$ -	$ 8,103,671
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100,000	$ -	$ -	$ 100,000
Restricted	9740	$ 4,800,796	$ -	$ -	$ 4,800,796
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 310,912	$ (150,429)	$ -	$ 160,483
Reserve for Economic Uncertainties	9789	$ 3,042,392	$ -	$ -	$ 3,042,392
Unassigned/Unappropriated Amount	9790	$ 1	$ -	$ -	$ 1

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Fund 63 - Other Enterprise Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 57,395,789	$ 56,362,755	$ 56,984,505
Federal Revenue	8100-8299	$ 100,000	$ 100,000	$ 100,000
Other State Revenue	8300-8599	$ 829,798	$ 834,195	$ 807,025
Other Local Revenue	8600-8799	$ 767,276	$ 350,000	$ 350,000
TOTAL REVENUES		$ 59,092,863	$ 57,646,950	$ 58,241,530
EXPENDITURES				
Certificated Salaries	1000-1999	$ 22,564,847	$ 21,571,706	$ 21,918,858
Classified Salaries	2000-2999	$ 9,356,199	$ 8,489,675	$ 8,744,365
Employee Benefits	3000-3999	$ 10,828,908	$ 11,070,665	$ 11,420,225
Books and Supplies	4000-4999	$ 1,072,576	$ 747,396	$ 553,822
Services and Other Operating Expenditures	5000-5999	$ 6,488,032	$ 5,610,500	$ 5,370,960
Capital Outlay	6000-6999	$ -	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271,000	$ 271,000	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (1,790,767)	$ (1,058,568)	$ (1,088,843)
Other Adjustments			$ -	
TOTAL EXPENDITURES		$ 48,790,795	$ 46,702,374	$ 47,190,387
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ 29,126		
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (10,550,999)	$ (11,183,707)	$ (11,483,707)
OPERATING SURPLUS (DEFICIT)*		$ (219,805)	$ (239,130)	$ (432,564)
BEGINNING FUND BALANCE	9791	$ 3,522,680	$ 3,302,875	$ 3,063,745
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3,302,875	$ 3,063,745	$ 2,631,181
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,000	$ 100,000	$ 100,000
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 160,483	$ 605,378	$ 123,595
Reserve for Economic Uncertainties	9789	$ 3,042,392	$ 2,358,366	$ 2,407,585
Unassigned/Unappropriated Amount	9790	$ 1	$ 0	$ 1

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 233,940	$ 297,113	$ 297,113
Federal Revenue	8100-8299	$ 7,237,714	$ 2,755,080	$ 2,755,080
Other State Revenue	8300-8599	$ 10,744,862	$ 15,379,086	$ 15,368,034
Other Local Revenue	8600-8799	$ 3,402,760	$ 2,584,525	$ 2,584,525
TOTAL REVENUES		$ 21,619,275	$ 21,015,804	$ 21,004,752
EXPENDITURES				
Certificated Salaries	1000-1999	$ 6,517,166	$ 7,087,351	$ 7,299,972
Classified Salaries	2000-2999	$ 4,862,170	$ 3,863,856	$ 3,979,772
Employee Benefits	3000-3999	$ 8,374,948	$ 7,932,547	$ 8,013,356
Books and Supplies	4000-4999	$ 10,066,670	$ 1,463,980	$ 1,476,567
Services and Other Operating Expenditures	5000-5999	$ 19,237,697	$ 10,862,685	$ 11,573,359
Capital Outlay	6000-6999	$ 1,974,720	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -	$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 1,588,821	$ 699,418	$ 719,421
Other Adjustments			$ -	
TOTAL EXPENDITURES		$ 52,622,192	$ 31,909,837	$ 33,062,447
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ 10,550,999	$ 11,183,707	$ 11,483,707
OPERATING SURPLUS (DEFICIT)*		$ (20,451,918)	$ 289,674	$ (573,988)
BEGINNING FUND BALANCE	9791	$ 25,252,714	$ 4,800,796	$ 5,090,470
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 4,800,796	$ 5,090,470	$ 4,516,482
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 4,800,796	$ 5,090,470	$ 4,516,482
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Superintendent, Management and Classified Confidential

	Object Code	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 57,629,729	$ 56,659,868	$ 57,281,618
Federal Revenue	8100-8299	$ 7,337,714	$ 2,855,080	$ 2,855,080
Other State Revenue	8300-8599	$ 11,574,660	$ 16,213,281	$ 16,175,059
Other Local Revenue	8600-8799	$ 4,170,036	$ 2,934,525	$ 2,934,525
TOTAL REVENUES		$ 80,712,138	$ 78,662,754	$ 79,246,282
EXPENDITURES				
Certificated Salaries	1000-1999	$ 29,082,013	$ 28,659,058	$ 29,218,830
Classified Salaries	2000-2999	$ 14,218,369	$ 12,353,531	$ 12,724,137
Employee Benefits	3000-3999	$ 19,203,856	$ 19,003,212	$ 19,433,581
Books and Supplies	4000-4999	$ 11,139,246	$ 2,211,376	$ 2,030,389
Services and Other Operating Expenditures	5000-5999	$ 25,725,729	$ 16,473,185	$ 16,944,319
Capital Outlay	6000-6999	$ 1,974,720	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 271,000	$ 271,000	$ 271,000
Transfers of Indirect Costs	7300-7399	$ (201,946)	$ (359,150)	$ (369,422)
Other Adjustments		$ -	$ -	$ -
TOTAL EXPENDITURES		$ 101,412,987	$ 78,612,211	$ 80,252,834
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ 29,126	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (20,671,723)	$ 50,543	$ (1,006,552)
BEGINNING FUND BALANCE	9791	$ 28,775,394	$ 8,103,671	$ 8,154,214
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 8,103,671	$ 8,154,214	$ 7,147,662
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100,000	$ 100,000	$ 100,000
Restricted	9740	$ 4,800,796	$ 5,090,470	$ 4,516,482
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 160,483	$ 605,378	$ 123,595
Reserve for Economic Uncertainties	9789	$ 3,042,392	$ 2,358,366	$ 2,407,585
Unassigned/Unappropriated Amount	9790	$ 1	$ 0	$ 1

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

SAN YSIDRO SCHOOL DISTRICT
Superintendent, Management and Classified Confidential

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 101,412,987	$ 78,612,211	$ 80,252,834
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 101,412,987	$ 78,612,211	$ 80,252,834
d.	Projected P-2 ADA	3,876	3,799	3,723
e.	State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
f.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line e, or $69,000)	$ 3,042,390	$ 2,358,366	$ 2,407,585

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 3,042,392	$ 2,358,366	$ 2,407,585
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 1	$ 0	$ 1
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 3,042,392	$ 2,358,367	$ 2,407,586
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

	Yes		No	
2023-24	Yes	X	No	
2024-25	Yes	X	No	
2025-26	Yes	X	No	

4. If no, how do you plan to restore your reserves?

The Board approved the 24-25 budget reduction plan in the amount of $4.3 million. A budget reduction plan will be required for fiscal year 25-26 in the amount of $1.5 million - $2.0 million which will be presented to the Board at First Interim (December 2024).

J. CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year-All Funds

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 161,986
Ending Balance(s) Increase/(Decrease)	$ (161,986)

Subsequent Years- All Funds

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	$ 715,140
Ending Balance(s) Increase/(Decrease)	$ (715,140)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Certifications

☑ I hereby certify ☐ I am unable to certify

☑ **The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.**

☑ **The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.**

Gina A. Potts

District Superintendent (Signature) — 7/1/2024 **Date**

◉ I hereby certify ○ I am unable to certify

☑ **The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.**

☑ **The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.**

Marilyn Adrianzen

Chief Business Official (Signature) — 7/1/2024 **Date**

Contact Person: MARILYN ADRIANZEN

Telephone Number: 619-428-4476

Parent/Teacher Organization Contact Information (attach additional page if more space is needed)

E-mail address

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Pupil Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: 9TH ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:

The San Ysidro School District will be hosting the 9th Annual Families First Resource Fair on August 3, 2024, from 10:00 a.m. to 2:00 p.m. at the Multi-Cultural Center located at the San Ysidro Middle School.

The objective of the resource fair is to provide families with resources such as job assistance, health programs, housing, food, county benefits, and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the district. Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature.

Cost implications for this event include:

- The rent of tables and chairs
- Food and beverages from the Nutrition Department
- Maintenance and custodial assistance from the MOTF Department
- Clerical assistance to register and greet parents

RECOMMENDATION:

Approve the 9th Annual Families First Resource Fair to be held on August 3, 2024, at the San Ysidro Middle School at the cost of $5,000.00 from the McKinney-Vento fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 5: Parent Engagement – Action 5.7: Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (e.g., STEM Fair, Military Families Fair, Resource Fair)

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	McKinney-Vento fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Sunset Elementary
Efrain Burciaga, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH NEWSELA INC. FOR THE FORMATIVE GOLD PROGRAM

BACKGROUND INFORMATION:

Formative was developed to engage students in measuring students' learning in a timely manner and providing effective teacher feedback. The Formative item bank includes 90,000+ vetted, standards-aligned assessment questions for ELA, social studies, and science. Teachers and administrators alike can use these questions to create engaging and effective assessments for students. It is easy to search for questions aligned to specific standards, filter by depth of knowledge, and convert basic items into more complex question types like drag-and-drop, fill-in-the-blank, and more. Administrators also have the ability to lock certain items, ensuring they are only used for common assessments.

The Principal at Sunset Elementary wants to use Newsela Formative Gold supplemental resources to support the educational needs of the struggling students as specified in the Single Plan for Student Achievement (SPSA).

The term of this agreement is for one year and includes the following site licenses:

- Formative Gold
- Individual Virtual Add-On Session

RECOMMENDATION:

Approve the license agreement with Newsela Inc. for the implementation of the Formative Gold Program as supplemental resources for Sunset Elementary during the 2024-25 school year at the total cost of $4,750.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement- Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,750.00	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Newsela Inc.
169 Madison Ave., #2770
New York, NY 10016

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No. **Q-141432**
Newsela Sales Rep: Sirish Nama
Contact Email: sirish.nama@newsela.com
Offer Date: July 5, 2024
Expiration Date: July 14, 2024

To:
Efrain Burciaga
Sunset Elementary
3825 Sunset Ln
San Ysidro, CA 92173-3334

Qty	Products/Services	List Price
1	Newsela	$4,750.00
	Contract Total	**$4,750.00**

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form and the Terms of Service available here, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-141432" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:
PO Number:
PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:
Bill-To Email:
By initialing here, I agree that the billing details stated above are current and accurate. ____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:

Appendix

Products/Services Breakdown:

Qty	Sites	Product Code	Products/Services	License Dates
500	1	ATG124	Formative Gold	07/15/24 - 07/14/25
1	1	ATG016	Individual Virtual Add-On Session	07/15/24 - 07/14/25

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Ocean View Hills Elementary
Erika Meza, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH PROJECT WAYFINDER, INC. FOR SOCIAL-EMOTIONAL SUPPLEMENTAL CURRICULUM

BACKGROUND INFORMATION:
Wayfinder is a social-emotional learning (SEL) curriculum for K-12 schools that aims to help students develop a sense of purpose and meaning in their lives. Wayfinder combines SEL with future-ready skills to help students build lifelong success. The program includes:

- Core curriculum: Customizable lessons with flexible implementation options and 26 lessons per grade level.
- Collections: Curated groups of activities that address specific concerns, such as mental health, future-ready skills, and social media conflicts.
- Assessment suite: Tools to assess impact, track well-being, and receive custom recommendations for timely student interventions.

The Principal at Ocean View Hills School is requesting approval to enter into a license agreement with Project Wayfinder, Inc. for the implementation of the Wayfinder SEL Program during the 2024-25 school year.

This 1-year agreement includes the following: ▪ Comprehensive Site License, ▪ Annual Training + Support Package, and ▪ Student Workbooks.

RECOMMENDATION:
Approve the license agreement with Project Wayfinder, Inc. for the implementation of the Wayfinder SEL Program at Ocean View Hills School during the 2024-25 school year, at the total cost of $13,118.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Actions 1.14 and 1.15
Goal 4: Social Emotional Well-being and Mental Health, Action 4.4

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	0000010620

$13,118.00	Title I fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Master Services Agreement

Term Sheet

Customer	Ocean View Hills Elementary School
Contact Person	Name: Erika Meza Email: erika.meza@sysdschools.org
Address	Address: 4919 Del Sol Blvd, San Diego, CA 92154
Services	See detailed order form attached hereto confirming the Program(s) selected by Customer for the Services described below: Training: All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote. Support: Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications. Curriculum: Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
Initial Term	August 1, 2024 - July 31, 2025
Program Fees	$13,118.00 (see detailed order form attached) Customer is responsible for all applicable shipping costs of any printed materials/workbooks ordered as part of the price quote unless otherwise agreed.
Invoice Date	Upon execution of agreement

Special Terms	

PROJECT WAYFINDER, INC.

Signature:

Name: Patrick Cook-Deegan

Title: CEO

CUSTOMER

Signature: _

Name: _

Title: _

Date: _

Billing Contact Email:

Terms and Conditions

This Master Services Agreement ("Agreement") is entered into by and between Project Wayfinder, Inc. ("Wayfinder") and Customer on the following terms:

1. **Services.** Wayfinder will provide Customer with the Services during the Term, as described in the Term Sheet.

2. **Invoicing and Payment Terms.** Program Fees (plus shipping costs, if applicable) will be invoiced annually in advance and are due within thirty (30) days after receipt of invoice. Program Fees may not be prorated, regardless of program start or end date. Wayfinder requests that payments be made electronically via direct deposit or ACH wire transfer. Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Wayfinder to collect amounts owed on any invoice.

3. **Ownership of Materials.** Customer acknowledges that Wayfinder retains ownership of all right, title and interest in and to the materials used by Wayfinder in connection with the Services, including the Curriculum, games, training products, assessment tools, reference documents, and other materials including all derivative works thereof (collectively, the "Materials"). Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

4. **Limited License.** Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use the Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of program implementation. Customer must

obtain prior written approval from Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

5. **Work Product.** Subject to Wayfinder's obligations with respect to confidentiality and student data privacy, Wayfinder retains the right to utilize any work product produced in connection with the Services and Materials, including but not limited to student responses to toolkit questions, student answers to survey questions, and other data and statistics related to use of the Materials, to conduct assessments, create case studies and prepare insights and data analysis regarding the Materials and student impact.

6. **FERPA.** The Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a Federal law that protects personally identifiable information in students' education records from unauthorized disclosure. Wayfinder does not collect any student information that could be defined as "education records" under FERPA, however, in the event that FERPA is deemed to apply to any student information that Wayfinder does collect, as a service provider Wayfinder only processes such information for educational purposes and therefore comes within the "school official" exception under FERPA. In the event Wayfinder receives a subpoena or judicial order for the disclosure of education records, we will notify Customer prior to fulfilling the request in accordance with §99.31(a)(9).

7. **Confidentiality.**

(a) Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, personal information of the parties and/or students, trade secrets, know how invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which a

party knows or has reason to know is confidential, proprietary or trade secret information of another party. Each party shall at all times, both during the Term and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party, nor shall a party disclose any such Confidential Information to third parties without the written consent of the disclosing party.

(b) The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii} prior to disclosure hereunder was already in the possession of another party: (iii} subsequent to disclosure hereunder is obtained by a party on a non-confidential basis from a third party who has the right to disclose such information to that party; or (iv) as required by law or a court order.

(c) No party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party.

8. **Student Data.** Wayfinder shall not use student data gathered from students through the performance of the Services, including through Wayfinder's website or web application, to create a profile about a student or otherwise identify a student except in furtherance of specific Services as set forth in this Agreement.

9. **Publicity.** The parties may not use or refer to the name of the other party in any media release, public announcement, marketing materials, public disclosure or for any commercial purpose, without the prior written consent of the named party

10. **Status of Parties.** The parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

11. **Indemnification; Limitation of Liability.**

(a) Indemnification by Customer. Customer will indemnify, defend, and hold Wayfinder and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including

reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Customer's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(b) Indemnification by Wayfinder. Wayfinder will indemnify, defend, and hold Customer and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Wayfinder's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(c) Limitation of Liability. Except for the indemnification obligations of each party set forth above, neither party will be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if such party was apprised of the likelihood of such damages.

(d) Insurance. Each party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each party's respective responsibilities and risk herein. Upon request by a party, the other party shall provide a certificate of insurance as evidence of such coverage.

12. **Right to Reschedule/Cancel.** If the Services include in-person training, Customer may reschedule or cancel the training by providing written notice to Wayfinder at least 90 days prior to the scheduled in-person training date. Customer is responsible for payment expenses incurred by Wayfinder prior to receipt of a timely notice of termination. Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Wayfinder for expenses incurred prior to termination, Wayfinder will invoice Customer for such expenses. Customer will pay the invoiced amount within 10 days of receipt of invoice.

13. **Notices.** Any notice required under this Agreement shall be in writing, delivered by priority or overnight mail, any overnight delivery service, or via e-mail at such e-mail address(es) as a party may designate.

14. **Force Majeure.** Neither party shall be held liable to the other party for any failure or delay arising out of any cause or event beyond such party's control, including, without limitation, fire, floods, trade embargoes or sanctions, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global pandemic or governmental action; provided, however, that the party so affected shall use reasonable commercial efforts to avoid such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

16. **Severability.** If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. **No Waiver.** The failure of either party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that party's right to demand strict compliance in the future.

18. **Amendment.** This Agreement may be changed, modified and/or amended only by a writing duly executed by the parties hereto.

19. **Counterparts**. This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which shall constitute one and the same document.

Wayfinder

WAYFINDER ORDER FORM

2024-2025 School Year

Date
6/27/2024

Pay To
Project Wayfinder Inc.
PO Box 26246
Los Angeles, CA 90026
ar@projectwayfinder.com
(301) 448-0584

Bill To
Ocean View Hills Elementary School
4919 Del Sol Blvd
San Diego, CA 92154

Product/Service	Notes	Grade	Qty	Price EA	Total
Comprehensive Site License	Digital access to Wayfinder assessment tools, classroom activity library, collections and core advisory curriculum. Max Licenses: 850	School-wide	1.00	$10,845.00	$10,845.00
Annual Training + Support Package – Explorer	Includes annual training, ongoing implementation and technical support throughout the year, unlimited teacher licenses and digital support library.		1.00	$1,088.00	$1,088.00
Shipping and Handling			948.00	$1.25	$1,185.00
Wayfinder Workbooks	See Grade Level Breakdown		948.00	$0.00	$0.00

Sales Tax	TBD on Invoicing
TOTAL PRICE	$13,118.00

For questions concerning this quote, please contact Wayfinder Accounts Receivable at ar@projectwayfinder.com
Please make all checks payable to Project Wayfinder Inc.

COPPA Notice and Consent

If your school does not have students under the age of 13 using this product, please initial below. If your school does have students under 13 please leave the box blank and sign below.

Initials:

The Children's Online Privacy Protection Act, or COPPA, is a federal law that allows parents to control what information is collected online from their children under the age of 13. COPPA generally requires companies that collect personal information online from children under age 13 to provide notice of their data collection and use practices and obtain verifiable parental consent. In the educational context, however, schools can consent on behalf of parents to the collection of student personal information, but only if such information is used for a school-authorized educational purpose and for no other commercial purpose.

You are receiving this COPPA Notice and Consent because you have expressed an interest in utilizing the digital Project Wayfinder application for your school, and you have indicated that you have students under the age of 13 who will use the digital Project Wayfinder application. Further, you have confirmed to Project Wayfinder that your authorization regarding students' use of digital educational technology such as the Project Wayfinder app, which may include use of student information in an educational context, is based on the school's having obtained the parent's consent.

Collection of Personal Information

Project Wayfinder collects limited personal information from students solely for the use and benefit of the learning environment. We will not require a child to provide more information than is reasonably necessary in order to participate in the digital activity, and we use this personal data for no other purpose than providing the service to the user. This information is not shared outside of the classroom or with any third parties except Project Wayfinder

staff members who require access for the provision of Project Wayfinder's services to the school and students. Students of any age cannot share their profiles publicly outside of their classroom or school.

The app currently collects and stores the following information:

- student name
- student email
- student password
- student responses to toolkit questions
- timestamp when a response was submitted
- student answers to survey questions

The app currently shares the following student information with teachers:

- student name
- student email
- timestamp of when students submitted responses
- responses to toolkit questions that students have not mark as "keep to myself"

Use or Disclosure of Personal Information

We do not disclose personal information collected from students to third parties other than to persons who provide support for the operations of the service and who do not use the information for any other purpose, except as follows:

- Parents
- Teachers & school administrators

We may disclose any and all personal information collected from a student to the parent or teacher who registered for the service in connection with such student. We do not: display advertising on our app; use student data to advertise to you or the student; sell or share student data with third parties to advertise or market to you or the student; or host third-party cookies or trackers that would allow those third parties to track you throughout the app. We will only retain and use your information as necessary to comply with our legal obligations.

Access to Personal Information

If the school and/or a parent/guardian wishes to review, correct, update, or delete a student's personally identifiable information stored by Project Wayfinder, they may email us their request at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

If the school and/or a parent/guardian wishes to prevent further use or collection of a student's personally identifiable information or wants to discontinue our service, they may email us at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

In any correspondence such as e-mail or mail, please include the child's username, the school or organization, and the teacher or parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a teacher or parent's identity before granting access to any personal information.

Contact

Please contact us at admin@projectwayfinder.com with any questions or concerns about Project Wayfinder, the app, our services and privacy. We can also be reached by mail at the following address:

Project Wayfinder
PO Box 2876 Berkeley, CA 94702

The undersigned hereby gives consent to Project Wayfinder to create student accounts for the web-based tools and applications described in this document.

School Name: \co1\ _____

Signature: _____

Name: _____

Title: _____

14C.4 ANNUAL LICENSE SUBSCRIPTIONS FOR WILLOW ELEMENTARY SCHOOL (Little/Cerda)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Willow Elementary
Mayra Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL LICENSE SUBSCRIPTIONS FOR WILLOW ELEMENTARY SCHOOL

BACKGROUND INFORMATION:

Different license subscriptions are needed at Willow Elementary School to improve student academic achievement and engagement in different subjects, and to help teachers create personalized formative assessments and find engaging resources for students.

The principal at Willow Elementary School is requesting approval to renew the following license subscriptions/memberships to be used during the 2024-25 school year:

License subscription	Vendor	Price
• MobyMax ALL Student License	MobyMax Education, LLC	$727.00
• Mystery Science School Membership	Mystery Science/Discovery Education, Inc.	$1,495.00
• Scholastic Magazine Subscriptions: - *Junior Scholastic, Scholastic News, and Let's Find Out*	Scholastic	$2,321.95

All subscriptions/memberships are good for one year.

RECOMMENDATION:

Approve/Ratify the renewal of different license subscriptions for Willow Elementary School at the total cost of $4,543.95 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement- Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☒ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$4,543.95 (Amount)

Title I fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Quote #258384

Quote Issued: April 2, 2024 • Quote Expires: April 30, 2024

Willow Elementary School
San Diego, CA

School Membership for 2024-2025 with US $504 discount

Membership is valid through June 30, 2025.

Includes access to all lessons for all teachers at Willow Elementary School.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: https://mysteryscience.com/order/99b0c9

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

School Membership 2024-2025 Membership period: July 1, 2024 - June 30, 2025	$1,999
$504 Early Bird Discount	- $504
Grand total (USD)	**$1,495**
	Total Discount of $504

Need more time?

See a mistake?

To cancel this quote, visit: https://mysteryscience.com/order/99b0c9

Other questions? visit our help center at https://support.mysteryscience.com

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.
If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to
Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact
(650) 550-0870
Fax provided after submitting PO #

MYSTERY science
part of Discovery Education

SCHOLASTIC

Magazines+

Priority Customer Renewal Form

LAST CHANCE TO RENEW AT THIS YEAR'S LOW PRICES

92173001
Principal
Or Current Educator
Willow School
226 Willow Rd
San Ysidro, CA 92173-3008

Name or address incorrect? Make changes above.

Order Form — Willow School

Magazines to Be Renewed for 2024–2025

Yes	Estimate for 2024–2025*	Current Quantity	Teacher's Name	Magazine Title	Check Box to Order *Science Spin*♦	Edition Code	Promo Code	Account # (For Office Use Only)
		0100	Ms Marisa Dorado	Scholastic News 1		010	8468	07424984-007
		0030	Ms Katie D Bisaga	Scholastic News 5/6		018	8468	07424984-002
		0030	Ms Nancy Alvarado	Scholastic News 5/6		018	8468	07424984-001
		0030	Carmen Luna	Scholastic News 5/6		018	8468	07424984-003
		0030	Mr Jake Rubio	Scholastic News 5/6		018	8468	07424984-004
		0025	Ms Veronica Castro / Lobeiro 25	Let's Find Out		008	8468	07424984-006
		0100	Maria Hallmark	Scholastic News 3		014	8468	07424984-008
		0100	Mrs Cynthia Arredondo-Quinta	Let's Find Out		008	8468	07424984-005

5.99

*Number of student subscriptions

IMPORTANT: If your school buys supplies with a purchase order, complete this form and attach it to the purchase order.

- To renew magazines, just check the YES box. Don't know your class size(s)? Write in an estimated number of student subscriptions. You can adjust your order size in the fall. Sign below, fold, and mail this entire form in the enclosed postage-paid envelope.
- **If you want to change your subscription plan from print + digital to digital only OR from digital only to print + digital, just cross out the old subscription listed above and add the new subscription plan on another line.** See the back of this form for a list of magazines and codes. And to add new magazines, write the titles and estimated quantities in the empty boxes above.
- Sales tax will be added where required by law and a 10% shipping and handling charge will be added to your print + digital order.
- You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with nonsubscribers.
- For phone or web orders, reference the promo code above to receive your Educator's Discount. Prices valid through 3/31/24.

♦**Add *Science Spin*** to your *Scholastic News* or *Let's Find Out* subscriptions for just 99¢ per student. The quantity must be the same as your *Let's Find Out* or *Scholastic News* orders.

For faster service, visit
scholastic.com/magazines
or call
1-800-SCHOLASTIC

Please sign here _____ Email** _____

** By providing your email address, you are permitting Scholastic Inc. to send you information via electronic mail.

8468-009-00014294 1 of 1

134-SCREN-G4

SCHOLASTIC

SC-OFD-S24

MobyMax Renewal Quote

MobyMax Education, LLC
P.O. Box 392385 | Pittsburgh, PA 15251
888-793-8331

Quote For

Quote Date:	April 12, 2024
District:	San Ysidro School District
School:	Willow Elementary
Quote Receiver:	Maria Rodriguez
Telephone:	7704159158
Email Address:	Joel.Kinzel@MobyMax.com

License Quoted

Subject:	**MobyMax ALL Student License** Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies	
Number of Students:	35 students	
License Start:	June 2, 2024	
License End:	June 2, 2025	
Price:		$727.00
Subtotal		$727.00

Total amount due:	**$727.00**

Ways to Order

- **Fax to** 1-888-793-8330
- **Email to** billing@mobymax.com
- **Mail to:**
  MobyMax
  P.O. Box 392385
  Pittsburgh, PA 15251
- **Call** 888-793-8331
- **Order online** with credit card or purchase order at www.mobymax.com/order.

Please Include with Purchase Order

- Email address or fax number for accounts payable department
- Dates for licensing period if license is not for one year
- A copy of this quote
- A copy of your tax exemption letter or certificate, if applicable

Quote expires after 90 days.
You can download our current W-9 form at www.MobyMax.com/w9.pdf.
If you are using ClassWallet, please add the ClassWallet fee to total amount due.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Willow Elementary School
Myna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH IXL LEARNING FOR THE IXL MATH PROGRAM AT WILLOW SCHOOL

BACKGROUND INFORMATION:
IXL is a personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the needs of each learner.

Research of this program indicates that schools using IXL outperform schools using other methods. Students using IXL Math master essential skills at their own pace through fun and interactive questions built in support and motivating awards.

The Principal at Willow Elementary School is requesting approval to implement the IXL Math program during the 2024-2025 school year. The subscription includes site licenses for up to 800 students with complimentary access to IXL's universal screener and a virtual professional learning session.

RECOMMENDATION:
Approve the license subscription with IXL Learning for the implementation of the IXL Math program at Willow Elementary School at the total cost of $11,295.00 from Title I Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #1 Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. – Actions 1.14 and 1.15

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☒ No	

$11,295.00	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1375658
DATE: APRIL 8, 2024

TO:
Claudia Montes
Willow Elementary School
226 Willow Rd
San Ysidro, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

With a signed contract for next school year, IXL will offer complimentary access until 7/1/2024 at which time the subscription will begin. The subscription will expire on 7/1/2025. Invoicing will be delayed until 7/1/2024. The cost per student is $12.50.

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Jennifer Simms		1 year	May 8, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-6: 800 students) Subject: Math *K-8 math licenses include complimentary access to IXL's universal screener*	$10,000.00	$10,000.00
1	Professional Development: IXL Starter PD Package *Unlimited instructor accounts included* *Auto-rostering services included* *Google single sign-on services included*	$1,295.00	$1,295.00
		SUBTOTAL	$11,295.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$11,295.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 1375658. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #189990
April 8, 2024

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Claudia Montes
Willow Elementary School
226 Willow Rd
San Ysidro, CA 92173

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Jennifer Simms	**1375658**	**1 year**

PAYMENT PLAN

Amount	Invoice date
$11,295	**July 1, 2024**
TOTAL	**$11,295**

Price valid until May 8, 2024

COMMENTS OR SPECIAL INSTRUCTIONS
With a signed contract for next school year, IXL will offer complimentary access until 7/1/2024 at which time the subscription will begin. The subscription will expire on 7/1/2025. Invoicing will be delayed until 7/1/2024. The cost per student is $12.50.

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.

2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.

4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
   c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
   d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
   Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services,
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the July 11, 2024, Board meeting:

- CABE Dual Language Teacher Academy Program
- Human Resources Leadership
- Synergy Connect 2024 Conference
- CSBA's Executive Assistant Certification Program
- Inclusion Professional Development - TBD

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$90,011.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – July 11, 2024

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Up to 20 Dual Language Teachers (TBD)	CABE Dual Language Teacher Academy Program	Online	Sept. 8, 2024 October 26, 2024 Nov. 16, 2024 January 11, 2025 Feb. 8, 2025 March 8, 2025 April 12, 2025 May 3, 2025	$85,000.00 (Registration Fees & teacher compensation)	Title II Fund
Jose Iniguez	Human Resources Leadership	Online	August 6, 2024	$195.000	General Fund
Todd Lewis, Carolina Jaime	Synergy Connect 2024 Conference	Anaheim, CA	November 6-8, 2024	$4,068.00	General Fund
Miguel Ortega	CSBA's Executive Assistant Certification Program	Virtual	January 16, 2025 January 17, 2025 February 13, 2025 February 14, 2025 March 13, 2025 March 14, 2025 April 4, 2025	$748.00	General Fund
Inclusion Professional Development - TBD	TBD	TBD	TBD	TBD	TBD

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #12 (June 1, 2024 through June 30, 2024): ▪ General Fund: 0000011561-0000011563, 0000011565-0000011567, 0000011569-0000011594, 0000011596, 0000011599-0000011600, 0000011602-0000011605, 0000011607-0000011615, 0000011617-0000011620, 0000011622-0000011627, 0000011629-0000011636, 0000011638, 0000011641-0000011644, 0000011646-0000011665 ▪ Child Nutrition Fund – 0000011640 ▪ Building Measure U Fund: 0000011564, 0000011595, 0000011601, 0000011606, 0000011628, 0000011637, 0000011639 ▪ Building Measure T Fund: 0000011597, 0000011621

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the month of June 2024. This includes all agreements and those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2023-2024 Budget? ☒ Yes ☐ No

Requisition #

$2,268,703.31
(Amount)

As listed above
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PURCHASE ORDER REPORT (06/01/24 - 06/30/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/3/2024	0000011561	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	4300001	018	86.20
6/4/2024	0000011562	0000001122	JAMEY CLARK INC	PROFESSIONAL SERVICES	0100	8150000	5600005	070	1,250.00
6/5/2024	0000011563	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	867.60
6/6/2024	0000011565	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	9,362.50
6/6/2024	0000011565	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	1,481.30
6/6/2024	0000011566	0000000939	THE LAW OFFICE OF	LEGAL SERVICES	0100	0000000	5800150	054	3,319.00
6/7/2024	0000011567	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	5,689.72
6/10/2024	0000011569	0000000408	FLEET SCIENCE CENTER	CONTRACTED SERVICES	0100	6500100	5800050	054	520.00
6/10/2024	0000011570	004218	ALICIA MARISCAL	PROFESSIONAL SERVICES	0100	8150000	5600005	068	900.00
6/10/2024	0000011571	0000000901	EMMA LANDCARE, INC	CONTRACTED SERVICES	0100	8150000	5600005	068	29,000.00
6/10/2024	0000011572	003309	PRINT TO MAIL DOCUMENT SYSTEM	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	273.69
6/10/2024	0000011573	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	185.67
6/10/2024	0000011574	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	024	2,327.40
6/10/2024	0000011575	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,438.42
6/10/2024	0000011576	004628	FOLLETT SCHOOL SOLUTIONS,INC	LIBRARY SUPPLIES	0100	0000000	4300006	061	3,017.00
6/10/2024	0000011577	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	572.05
6/10/2024	0000011578	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,107.61
6/10/2024	0000011579	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300000	024	703.02
6/11/2024	0000011580	0000000699	EL POLLO GRILL INC	REFRESHMENTS	0100	0000000	4300015	061	391.93
6/11/2024	0000011581	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	2600000	5800010	061	21,000.00
6/11/2024	0000011582	002037	PERMA BOUND PUB.	INSTRUCTIONAL MATERIALS	0100	3213000	4200000	024	20,809.30
6/11/2024	0000011583	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	6500100	5800017	054	1,800.00
6/11/2024	0000011584	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	1,479.53
6/11/2024	0000011585	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	1,902.25
6/11/2024	0000011586	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	2,007.94
6/11/2024	0000011587	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	2,747.70
6/11/2024	0000011588	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	3,574.41
6/11/2024	0000011589	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010003	5200003	061	400.00
6/12/2024	0000011590	000409	SAN DIEGO UNION-TRIBUNE	CONTRACTED SERVICES	0100	0000000	5800007	071	666.59
6/12/2024	0000011591	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	22,500.00
6/12/2024	0000011592	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	4124000	4300001	014	1,148.03
6/13/2024	0000011593	0000000845	MYBINDING LLC	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	2,488.49
6/13/2024	0000011594	0000000221	MARITIME MUSEUM ASSOCIATION OF SAN DIEGO	CONTRACTED SERVICES	0100	0980011	5800017	012	417.00
6/13/2024	0000011596	0000000823	ASSESS-APE LLC	CONTRACTED SERVICES	0100	6500000	5800010	054	2,080.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/13/2024	0000011598	001793	CABE	REGISTRATION FEES	0100	3010003	5200003	061	3,800.00
6/13/2024	0000011599	001702	COMMON GOAL SYSTEM	CONTRACTED SERVICES	0100	0000001	5800010	061	8,546.12
6/13/2024	0000011600	0000000744	EXPLORE LEARNING, LLC	CONTRACTED SERVICES	0100	0000001	5800006	061	5,603.40
6/13/2024	0000011602	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	012	4,000.13
6/13/2024	0000011603	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	3,263.73
6/13/2024	0000011604	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATEIRALS	0100	3010000	4100000	024	10,323.63
6/13/2024	0000011605	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	3,090.86
6/14/2024	0000011607	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	2,556.54
6/14/2024	0000011608	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	016	1,619.60
6/14/2024	0000011609	0000000023	ESTRELLITA	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	016	2,290.18
6/14/2024	0000011610	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	012	4,992.28
6/14/2024	0000011611	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	2,150.00
6/14/2024	0000011612	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	016	5,751.86
6/14/2024	0000011613	0000000357	TEACHER CREATED MATERIALS, INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	4,431.70
6/14/2024	0000011614	001822	BARNES AND NOBLE	LIBRARY MATERIALS	0100	3010000	4300001	022	5,601.97
6/14/2024	0000011615	0000001127	EDUCATIONAL EPIPHANY, LLC	CONTRACTED SERVICES	0100	3010005	5200001	025	999.00
6/17/2024	0000011617	0000001056	POLAR ELECTRICAL COMPANY	CONTRACTED SERVICES	0100	8150000	5600006	070	25,862.06
6/17/2024	0000011618	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	10,615.16
6/17/2024	0000011619	0000000336	PROJECT LEAD THE WAY INC	CONTRACTED SERVICES	0100	4127000	5800006	061	6,650.00
6/17/2024	0000011620	003528	SOUTHWESTERN COLLEGE	CONTRACTED SERVICES	0100	2600000	5800010	061	75,000.00
6/17/2024	0000011622	003676	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	5800010	061	8,300.00
6/18/2024	0000011623	0000001126	GATEAWAY EDUCATION HOLDINGS	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	543,292.00
6/21/2024	0000011624	0000001128	VISTA HIGHER LEARNING INC.	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	35,012.62
6/21/2024	0000011625	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	8,604.77
6/21/2024	0000011625	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	5,127.40
6/21/2024	0000011626	0000001016	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	CONTRACTED SERVICES	0100	6500000	5800010	054	2,640.00
6/21/2024	0000011627	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	8150000	5600005	070	428.00
6/25/2024	0000011629	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	5,984.29
6/25/2024	0000011630	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	25,970.02
6/25/2024	0000011631	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	17,522.16
6/25/2024	0000011632	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	37,740.35
6/25/2024	0000011633	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	3,419.35
6/25/2024	0000011634	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	123,747.40
6/25/2024	0000011635	004628	FOLLETT SCHOOL SOLUTIONS,INC	CONTRACTED SERVICES	0100	0000001	5800006	061	22,506.20

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/25/2024	0000011636	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	024	1,913.99
6/25/2024	0000011638	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	2,206.46
6/26/2024	0000011641	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800003	061	49.00
6/26/2024	0000011642	0000000353	806 TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	0000000	5800006	061	6,700.00
6/26/2024	0000011643	0000000969	6CRICKETS INC	CONTRACTED SERVICES	0100	2600000	5800010	061	34,500.00
6/26/2024	0000011644	000273	SCHOLASTIC , INC	NSTRUCTIONAL MATERIALS	0100	3010000	4300001	012	2,810.28
6/26/2024	0000011646	0000000866	EMILY N STEWART CONSULTING	CONTRACTED SERVICES	0100	3010003	5800010	061	73,000.00
6/26/2024	0000011647	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5300000	061	12,896.00
6/26/2024	0000011648	0000001126	GATEAWAY EDUCATION HOLDINGS	CONTRACTED SERVICES	0100	6762000	5800010	061	4,398.00
6/26/2024	0000011649	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	7435000	5800006	061	142,333.50
6/27/2024	0000011650	0000000671	IXL LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	020	11,295.00
6/28/2024	0000011651	0000001130	EPS OPERATIONS LLC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	2,759.67
6/28/2024	0000011652	0000000896	SELF & MATCH EDUCATION	CONTRACTED SERVICES	0100	5640000	4300000	054	9,253.75
6/28/2024	0000011653	0000000092	SCHOOLMATE	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	648.92
6/28/2024	0000011654	0000001131	INCLUSIVE TLC SPECIAL NEEDS LLC	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	299.00
6/28/2024	0000011655	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,382.04
6/28/2024	0000011656	0000000669	MYSTERY SCIENCE INC.	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	020	1,495.00
6/28/2024	0000011657	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	020	19,655.61
6/28/2024	0000011658	0000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,260.00
6/28/2024	0000011659	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	022	13,200.00
6/28/2024	0000011660	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4200000	016	11,627.34
6/28/2024	0000011661	0000000748	GOGUARDIAN	INSTRUCTIONAL MATERIALS	0100	3010000	5800006	022	1,300.00
6/28/2024	0000011662	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300006	025	3,179.25
6/28/2024	0000011663	0000001106	FINNEY EDUCATIONAL CONSULTANT	CONTRACTED SERVICES	0100	3010000	5200001	025	6,000.00
6/28/2024	0000011664	0000000674	MOBYMAX LLC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	727.00
6/28/2024	0000011665	0000000354	DATEL SYSTEMS INCORPORATED	MAINTENANCE EQUIPMENT	0100	9010070	6200000	322	9,229.87
							Total for 0100		**1,549,076.81**
6/25/2024	0000011640	0000001102	HALLOCK DERICKSON DAVIS	CAFETERIA FOODS	1300	5310000	4700001	085	2,768.50
							Total for 1300		**2,768.50**
6/5/2024	0000011564	0000001107	GAFCON INC.	CONTRACTED SERVICES	2133	9010314	6200076	322	507,000.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/13/2024	0000011595	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	2133	9010300	5800007	380	147.00
6/13/2024	0000011601	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	2133	9010300	5800007	380	141.75
6/13/2024	0000011606	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	2133	9010300	5800007	380	133.00
6/21/2024	0000011628	0000001063	SWS ENGINEERING, INC	CONTRACTED SERVICES	2133	9010300	6200050	316	23,970.00
6/25/2024	0000011637	0000001129	PLACEWORKS	CONTRACTED SERVICES	2133	9010305	6100050	011	109,313.00
6/25/2024	0000011639	0000001129	PLACEWORKS	COONTRACTED SERVICES	2133	9010314	6100050	322	52,005.00
							Total for 2133		**692,709.75**
6/13/2024	0000011597	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	2139	9010200	5800007	380	278.25
6/17/2024	0000011621	0000001000	DAVY ARCHITECTURE INC	CONTRACTED SERVICES	2139	9010327	6200015	318	23,870.00
							Total for 2139		**24,148.25**
							Grand Total		**2,268,703.31**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services used to conduct educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at the San Diego County Office of Education and then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of June 1, 2024 through June 30, 2024 with checks #14-159844 through #14-172633 for a total expenditure of $3,138,261.97 from the following sources:

General Fund - $2,774,972.69
Child Development Fund- $ 15,295.13
Child Nutrition Fund -$ 253,213.65
Building Fund Prop -$ 94,056.00
Capital Facilities Fund- $724.50

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the month of June 2024. This includes all agreements and those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

2LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,138,261.97	Various (see above)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Report

6/1/2024-6/30/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14159844	PROJECT LEAD THE WAY INC	6/3/2024	420.23	0100	INSTRUCTIONAL MATERIALS
14159845	MAXIM HEALTHCARE SERVICES INC	6/3/2024	87291.91	0100	PROFESSIONAL SERVICES
14159846	DANNIS WOLIVER KELLEY	6/3/2024	15378.00	0100	LEGAL FEES
14159847	SCHOOLOUTLET.COM	6/3/2024	294.16	0100	INSTRUCTIONAL MATERIALS
14159848	AARDVARK ANT & PEST CONTROL INC.	6/3/2024	2217.00	0100	CONTRACTED SERVICES
14159849	KEYGUARD ASSISTIVE TECHNOLOGY	6/3/2024	78.37	0100	INSTRUCTIONAL MATERIALS
14159850	THE ED LADDER	6/3/2024	826.25	0100	CONTRACTED SERVICES
14159851	EL POLLO GRILL INC	6/3/2024	303.95	0100	CONTRACTED SERVICES
14159852	CAL PACIFIC TRUCK CENTER ,LLC	6/3/2024	6792.18	0100	CONTRACTED SERVICES
14159853	TRAFERA, LLC	6/3/2024	74285.50	0100	TECHNOLOGY EQUIPMENT
14159854	FRANK VILLALVA JR.	6/3/2024	1305.00	0100	PROFESSIONAL SERVICES
14159855	T-MOBILE	6/3/2024	3150.63	0100	CONTRACTED SERVICES
14159856	NATIONAL CITY TROPHY	6/3/2024	28.82	0100	AWARDS & INCENTIVES
14159857	GIGAKOM	6/3/2024	646.92	0100	TECHNOLOGY SUPPLIES
14159858	PACIFIC PURE WATER SYSTEMS LLC	6/3/2024	64.65	0100	CONTRACTED SERVICES
14159859	SO-CAL RATTLESNAKE REMOVAL	6/3/2024	1750.00	0100	CONTRACTED SERVICES
14159860	LAKESHORE	6/3/2024	2217.44	0100	INSTRUCTIONAL MATERIALS
14159861	THE MASTER TEACHER	6/3/2024	549.55	0100	AWARDS & INCENTIVES
14159862	SCHOOL SPECIALTY	6/3/2024	545.93	0100	INSTRUCTIONAL MATERIALS
14159863	CDW GOVERNMENT LLC	6/3/2024	1402.01	0100	TECHNOLOGY SUPPLIES
14159864	THE LIBRARY STORE, INC.	6/3/2024	273.13	0100	LIBRARY SUPPLIES
14159865	PITNEY BOWES	6/3/2024	449.95	0100	CONTRACTED SERVICES
14159866	JONES SCHOOL SUPPLY CO., INC.	6/3/2024	4681.33	0100	INSTRUCTIONAL MATERIALS
14159867	APPLE INC	6/3/2024	1945.35	0100	INSTRUCTION EQUIPMENT
14159868	ROCHESTER 100 INC.	6/3/2024	4371.45	0100	INSTRUCTIONAL MATERIALS
14159869	YMCA OF SAN DIEGO COUNTY	6/3/2024	394611.57	0100	PROFESSIONAL SERVICES
14159870	MIRAMAR BOBCAT INC	6/3/2024	2614.59	0100	CONTRACTED SERVICES
14159871	ULINE	6/3/2024	355.16	0100	MAINTENANCE MATERIALS
14159872	PARENT INSTITUTE FOR QUALITY	6/3/2024	14500.00	0100	PROFESSIONAL SERVICES
14159873	HOTSY EQUIPMENT COMPANY	6/3/2024	486.92	0100	GROUNDS SUPPLIES
14159874	WESTERN GRAPHIX	6/3/2024	445.58	0100	TRANSPORTATION SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14159875	TEAMTALK NETWORK	6/3/2024	437.58	0100	CONTRACTED SERVICES
14159876	RUSSELL SIGLER, INC	6/3/2024	577.25	0100	MAINTENANCE SUPPLIES
14159877	EDCO AWARDS & SPECIALTIES	6/3/2024	420.48	0100	AWARDS & INCENTIVES
14159878	CALIFORNIA FINANCIAL SERVICES	6/3/2024	3050.06	0100	PROFESSIONAL SERVICES
14159879	FLYERS ENERGY	6/3/2024	8269.86	0100	DIESEL
14161084	WILLIAM H. SADLIER, INC	6/6/2024	7452.62	0100	INSTRUCTIONAL MATERIALS
14161085	VECTOR USA	6/6/2024	16194.46	0100	PROFESSIONAL SERVICES
14161086	CAPITOL ADVISORS GROUP, LLC	6/6/2024	2000.00	0100	PROFESSIONAL SERVICES
14161087	LUCID8 LLC	6/6/2024	1915.00	0100	CONTRACTED SERVICES
14161088	ACADEMIC SUPPLIER	6/6/2024	1579.07	0100	OFFICE EQUIPMENT
14161089	BUILDING RESOURCES	6/6/2024	48842.72	0100	PROFESSIONAL SERVICES
14161090	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	6/6/2024	250.00	0100	PROFESSIONAL SERVICES
14161091	CRISTINA INZUNZA	6/6/2024	370.00	0100	REIMBURSEMENT
14161092	HYA CORPORATION	6/6/2024	12754.00	0100	PROFESSIONAL SERVICES
14161093	SIGNA DIGITAL SOLUTIONS, INC	6/6/2024	16520.31	0100	CONTRACTED SERVICES
14161094	COLLABORATIVE OT SOLUTIONS	6/6/2024	2080.00	0100	CONTRACTED SERVICES
14161095	JAMEY CLARK INC	6/6/2024	1250.00	0100	PROFESSIONAL SERVICES
14161097	COURTNEY TIRE SERVICE	6/6/2024	847.50	0100	TRANSPORTATION SUPPLIES
14161098	STANDARD ELECTRONICS	6/6/2024	867.60	0100	CONTRACTED SERVICES
14161099	OFFICE DEPOT	6/6/2024	6135.94	0100	OFFICE SUPPLIES
14161100	RCP BLOCK & BRICK	6/6/2024	1930.90	0100	GROUNDS SUPPLIES
14161101	SMART & FINAL	6/6/2024	991.71	0100	REFRESHMENTS
14161102	PARENT INSTITUTE FOR QUALITY	6/6/2024	29000.00	0100	PROFESSIONAL SERVICES
14161103	PRO POWER	6/6/2024	110.16	0100	MAINTENANCE SUPPLIES
14161104	MONTGOMERY HARDWARE CO.	6/6/2024	333.02	0100	MAINTENANCE SUPPLIES
14161105	AMAZON CAPITAL SERVICES	6/6/2024	1748.74	0100	INSTRUCTIONAL MATERIALS
14162853	CORODATA RECORDS MANAGEMENT, INC.	6/10/2024	224.92	0100	CONTRACTED SERVICES
14162854	BEE BEST BEE REMOVAL, INC	6/10/2024	699.00	0100	CONTRACTED SERVICES
14162855	WINET PATRICK GAYER CREIGHTON	6/10/2024	2846.00	0100	LEGAL SERVICES
14162856	WALSH & ASSOCIATES, APC	6/10/2024	207.00	0100	LEGAL SERVICES
14162857	SUN DIEGO CHARTER	6/10/2024	3300.00	0100	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14162858	THE MUSIC THERAPY CENTER OF CALIFORNIA	6/10/2024	1920.00	0100	PROFESSIONAL SERVICES
14162859	CLUB XCITE	6/10/2024	1205.00	0100	PROFESSIONAL SERVICES
14162860	LEADERSHIP ASSOCIATES	6/10/2024	2500.00	0100	PROFESSIONAL SERVICES
14162861	MICHAEL FERGUSON	6/10/2024	22080.00	0100	PROFESSIONAL SERVICES
14162862	BRIGHVIEW LANDSCAPE SERVICES	6/10/2024	2556.12	0100	CONTRACTED SERVICES
14162863	GREGORY SHERMAN	6/10/2024	550.26	0100	REIMBURSEMENT
14162864	FASTSIGNS	6/10/2024	3379.15	0100	CONTRACTED SERVICES
14162865	SAN DIEGO COUNTRY CLUB	6/10/2024	2005.60	0100	CONTRACTED SERVICES
14162866	SOUTHLAND TECHNOLOGY, INC.	6/10/2024	5154.25	0100	TECHNOLOGY MATERIALS
14162867	SAM & ROSE STEIN EDUCATION	6/10/2024	14435.36	0100	PROFESSIONAL SERVICES
14162868	THE INSTITUTE FOR EFFECTIVE	6/10/2024	29142.14	0100	PROFESSIONAL SERVICES
14162869	REFRIGERATION SUPPLIES	6/10/2024	261.38	0100	MAINTENANCE SUPPLY
14162870	C&M MOTORS	6/10/2024	92.58	0100	MAINTENANCE SUPPLIES
14162871	SAN DIEGO COUNTY	6/10/2024	2500.00	0100	CONTRACTED SERVICES
14162872	AUDIOMETRICS	6/10/2024	477.19	0100	CONTRACTED SERVICES
14162873	FERGUSON ENTERPRISES	6/10/2024	470.01	0100	MAINTENANCE SUPPLIES
14162874	VALLEY INDUSTRIAL SPECIALTIES	6/10/2024	682.49	0100	MAINTENANCE SUPPLIES
14162875	ANYTIME SIGN SOLUTION, INC	6/10/2024	76.33	0100	CONTRACTED SERVICES
14162876	BEST BEST & KRIEGER LLP	6/10/2024	10843.80	0100	LEGAL SERVICES
14162877	TRANE U.S. INC	6/10/2024	1056.25	0100	MAINTENANCE SUPPLIES
14162878	AMAZON CAPITAL SERVICES	6/10/2024	15497.56	0100	INSTRUCTIONAL MATERIALS
14164228	CSM CONSULTING INC.	6/13/2024	1500.00	0100	CONTRACTED SERVICES
14164230	HORIZON DISTRIBUTORS	6/13/2024	1869.78	0100	GROUNDS SUPPLIES
14164231	PANERA BREAD COMPANY	6/13/2024	1584.27	0100	CONTRACTED SERVICES
14164232	CROWN AWARDS	6/13/2024	2118.72	0100	AWARDS & INCENTIVES
14164233	ANIXTER INC.	6/13/2024	257.26	0100	MAINTENANCE SUPPLIES
14164235	THE ED LADDER	6/13/2024	1180.00	0100	CONTRACTED SERVICES
14164236	EL POLLO GRILL INC	6/13/2024	391.93	0100	REFRESHMENTS
14164237	TRAFERA, LLC	6/13/2024	9118.96	0100	INSTRUCTIONAL MATERIALS
14164238	SOLIANT HEALTH LLC	6/13/2024	14800.00	0100	PROFESSIONAL SERVICES
14164239	C&C GLASS	6/13/2024	560.00	0100	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14164240	SCHOOL LIFE	6/13/2024	86.28	0100	INSTRUCTIONAL MATERIALS
14164241	TANYA KELLER	6/13/2024	4425.00	0100	PROFESSIONAL SERVICES
14164242	EMILY N STEWART CONSULTING	6/13/2024	11050.00	0100	PROFESSIONAL SERVICES
14164243	EASTLAKE LIVING PARTY RENTALS	6/13/2024	450.00	0100	CONTRACTED SERVICES
14164244	ABIGAIL GOMEZ	6/13/2024	2000.00	0100	INSTRUCTIONAL MATERIALS
14164245	KYO AUTISM THERAPY, LLC	6/13/2024	8600.29	0100	PROFESSIONAL SERVICES
14164246	NATIONAL CITY TROPHY	6/13/2024	48.39	0100	AWARDS & INCENTIVES
14164247	THE LAW OFFICE OF	6/13/2024	3319.00	0100	LEGAL SERVICES
14164248	PEDRO GUERRERO	6/13/2024	924.37	0100	CONTRACTED SERVICES
14164250	OPTUM FINANCIAL, INC	6/13/2024	579.70	0100	PROFESSIONAL SERVICES
14164252	SECURITAS TECHNOLOGY CORPORATION	6/13/2024	343.48	0100	CONTRACTED SERVICES
14164253	CANON FINANCIAL SERVICES, INC	6/13/2024	7028.29	0100	LEASE AGREEMENT
14164254	CYNTHIA M FRAZEE	6/13/2024	1500.00	0100	PROFESSIONAL SERVICES
14164255	SUNBELT STAFFING	6/13/2024	19504.00	0100	PROFESSIONAL SERVICES
14164256	MARSHA MONET	6/13/2024	299.29	0100	REIMBURSEMENT
14164257	CITY TREASURER	6/13/2024	24105.10	0100	UTILITIES
14164258	SAN YSIDRO SCHOOL DISTRICT	6/13/2024	13892.51	0100	PCARD REPLENISH
14164259	WILKINSON HADLEY KING &	6/13/2024	6750.00	0100	PROFESSIONAL SERVICES
14164260	LAKESHORE	6/13/2024	234.41	0100	INSTRUCTIONAL MATERIALS
14164261	PARADIGM HEALTHCARE SERVICES	6/13/2024	110.22	0100	PROFESSIONAL SERVICES
14164262	HAWTHORNE MACHINERY	6/13/2024	6098.95	0100	CONTRACTED SERVICES
14164263	SAN DIEGO UNION-TRIBUNE	6/13/2024	666.59	0100	CONTRACTED SERVICES
14164268	HOME DEPOT	6/13/2024	3342.16	0100	GROUNDS SUPPLIES
14164269	REPUBLIC SERVICES	6/13/2024	31928.25	0100	UTILITIES
14164270	EWING IRRIGATION	6/13/2024	5010.31	0100	GROUND SUPPLIES
14164271	ATKINSON, ANDELSON, LOYA, RUUD	6/13/2024	5689.72	0100	LEGAL SERVICES
14164272	WILLIAM V. MAC GILL & CO.	6/13/2024	3283.25	0100	MEDICAL SUPPLIES
14164273	WILLYS ELECTRONIC SUPPLY CO.	6/13/2024	104.67	0100	TECHNOLOGY SUPPLIES
14164275	NAPA AUTO PARTS	6/13/2024	23.65	0100	MECHANIC SUPPLIES
14164276	I B TROPHIES & AWARDS	6/13/2024	629.20	0100	AWARDS & INCENTIVES
14164277	CALIFORNIA ELECTRIC SUPPLY	6/13/2024	2878.95	0100	MAINTENANCE SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14164279	AT&T	6/13/2024	7823.01	0100	UTILITIES
14164281	WALMART	6/13/2024	491.02	0100	REFRESHMENTS
14164282	SOUTHWEST SCHOOL & OFFICE	6/13/2024	12014.19	0100	INSTRUCTIONAL MATERIALS
14164283	R&L PERFORMANCE AUTO SERVICE	6/13/2024	3885.46	0100	CONTRACTED SERVICES
14164284	ANYTIME SIGN SOLUTION, INC	6/13/2024	1253.84	0100	MAINTENANCE SUPPLIES
14164285	B&H PHOTO,VIDEO	6/13/2024	44.89	0100	TECHNOLGY SUPPLIES
14164287	SIR SPEEDY PRINTING 02890	6/13/2024	107.75	0100	OFFICE MATERIALS
14164288	AMAZON CAPITAL SERVICES	6/13/2024	173.26	0100	OFFICE SUPPLIES
14164290	VANESSA MURPHY	6/13/2024	1000.00	0100	REIMBURSEMENT
14164291	XEROX CORPORATION	6/13/2024	14626.66	0100	CONTRACTED SERVICES
14166684	ELMY FLORES	6/17/2024	88.70	0100	MILEAGE
14166685	NIKOLE SCARLETT	6/17/2024	151.67	0100	REIMBURSEMENT
14166686	KEENAN & ASSOCIATES	6/17/2024	4407.36	0100	REIMBURSEMENT
14166687	DIANA FLORES	6/17/2024	111.84	0100	REIMBURSEMENT
14166688	DAVID ALVARADO	6/17/2024	328.23	0100	REIMBURSEMENT
14166689	MARK KIRCHER	6/17/2024	59.76	0100	REIMBURSEMENT
14166690	MAXIM HEALTHCARE SERVICES INC	6/17/2024	174496.20	0100	PROFESSIONAL SERVICES
14166691	NATALIE LA ROSA	6/17/2024	273.22	0100	REIMBURSEMENT
14166692	PABLO J. SAINZ	6/17/2024	96.68	0100	MILEAGE
14166693	MARIA KAAI	6/17/2024	117.41	0100	REIMBURSEMENT
14166694	DAVID ALKASS	6/17/2024	27.04	0100	REIMBURSEMENT
14166696	SARAH WATSON	6/17/2024	334.76	0100	REIMBURSEMENT
14166697	ALANA ARCIAGA-LAURINO	6/17/2024	9.58	0100	REIMBURSEMENT
14166698	EFRAIN IVAN MANRIQUEZ	6/17/2024	124.68	0100	MILEAGE
14166699	AMBER ELLIOTT	6/17/2024	114.16	0100	MILEAGE
14166700	ALLIANCE FOR AFRICAN ASSISTANCE	6/17/2024	825.00	0100	PROFESSIONAL SERVICES
14166701	VALERIE GONZALEZ	6/17/2024	133.11	0100	REIMBURSEMENT
14166702	MARIANNA ROCHIN	6/17/2024	33.09	0100	MILEAGE
14166703	YADIRA P. DIAZ	6/17/2024	50.89	0100	REIMBURSEMENT
14166704	JEDZIDA HERRON	6/17/2024	125.57	0100	REIMBURSEMENT
14166705	SUN DIEGO CHARTER	6/17/2024	4500.00	0100	CONTRACTED SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14166706	EMMA LANDCARE, INC	6/17/2024	11600.00	0100	CONTRACTED SERVICES
14166707	PROCARE THERAPY	6/17/2024	150134.75	0100	PROFESSIONAL SERVICES
14166708	DIANA HERNANDEZ	6/17/2024	50.69	0100	REIMBURSEMENT
14166709	BRIGHVIEW LANDSCAPE SERVICES	6/17/2024	3876.96	0100	CONTRACTED SERVICES
14166711	CHRIS BOCKENHAUER	6/17/2024	169.63	0100	REIMBURSEMENT
14166712	MAIREN RUIZ	6/17/2024	160.79	0100	REIMBURSEMENT
14166713	DAVID PEREZ	6/17/2024	186.03	0100	REIMBURSEMENT
14166714	ADAPTABILITIES, LLC	6/17/2024	200.30	0100	INSTRUCTIONAL MATERIALS
14166716	RAYNA LEONOR	6/17/2024	94.24	0100	REIMBURSEMENT
14166717	BANELY AREVALO	6/17/2024	105.02	0100	REIMBURSEMENT
14166718	STEVEN CLEMENSEN	6/17/2024	161.38	0100	REIMBURSEMENT
14166719	CAROLINE COTHERN	6/17/2024	167.52	0100	REIMBURSEMENT
14166720	ALEJANDRO VARGAS	6/17/2024	117.60	0100	REIMBURSEMENT
14166721	SAN DIEGO GAS & ELECTRIC	6/17/2024	95634.91	0100	UTILITIES
14166722	CALIFORNIA DEPARTMENT OF TAX	6/17/2024	2547.60	0100	USE TAX FILE RETURN
14166723	WAXIE SANITARY SUPPLY	6/17/2024	28828.45	0100	CUSTODIAL SUPPLIES
14166724	SAM & ROSE STEIN EDUCATION	6/17/2024	14886.47	0100	PROFESSIONAL SERVICES
14166725	ELIZABETH ORIGINALES	6/17/2024	27.81	0100	MILEAGE
14166726	LOURDES QUEZADA	6/17/2024	181.41	0100	REIMBURSEMENT
14166727	THE INSTITUTE FOR EFFECTIVE	6/17/2024	39360.04	0100	PROFESSIONAL SERVICES
14166728	OFFICE DEPOT	6/17/2024	4075.92	0100	INSTRUCTIONAL SUPPLIES
14166729	CAROLINA HERNANDEZ	6/17/2024	46.10	0100	MILEAGE
14166730	CALIFORNIA DEPT. OF JUSTICE	6/17/2024	147.00	0100	CONTRACTED SERVICES
14166731	IVONNE LOAIZA	6/17/2024	118.14	0100	REIMBURSEMENT
14166732	AMAZON CAPITAL SERVICES	6/17/2024	694.08	0100	OFFICE SUPPLIES
14166733	XOCHITL LOPEZ	6/17/2024	52.94	0100	REIMBURSEMENT
14166734	ERIKA MEZA	6/17/2024	254.68	0100	REIMBURSEMENT
14168935	WILLIAM H. SADLIER, INC	6/20/2024	15463.52	0100	INSTRUCTIONAL MATERIALS
14168936	RAPHAELS PARTY RENTALS INC.	6/20/2024	15207.62	0100	CONTRACTED SERIVCES
14168937	BMR HEALTH SERVICES, INC	6/20/2024	84480.00	0100	PROFESSIONAL SERVICES
14168938	AVID CENTER	6/20/2024	21978.00	0100	REGISTRATION FEES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14168939	JUAN MOLINA	6/20/2024	91.67	0100	REIMBURSEMENT
14168940	VIKKI VIRAMONTES	6/20/2024	151.44	0100	REIMBURSEMENT
14168941	MARITIME MUSEUM ASSOCIATION OF SAN DIEGO	6/20/2024	417.00	0100	CONTRACTED SERVICES
14168942	PROJECT LEAD THE WAY INC	6/20/2024	6650.00	0100	CONTRACTED SERVICES
14168944	CLARISSA MARKING	6/20/2024	137.36	0100	
14168945	CAL PACIFIC TRUCK CENTER ,LLC	6/20/2024	12944.20	0100	CONTRACTED SERVICES
14168946	FITS - PT	6/20/2024	2495.15	0100	PROFESSIONAL SERVICES
14168947	EDTHEORY LLC	6/20/2024	21174.88	0100	PROFESSIONAL SERVICES
14168948	MYBINDING LLC	6/20/2024	2488.49	0100	PUBLICATIONS SUPPLIES
14168949	EMILY N STEWART CONSULTING	6/20/2024	6300.00	0100	PROFESSIONAL SERVICES
14168950	CONSUELO CARRANZA	6/20/2024	170.13	0100	REIMBURSEMENT
14168951	PARADIGM HEALTHCARE SERVICES	6/20/2024	500.00	0100	PROFESSIONAL SERVICES
14168952	SOUTH BAY FENCE, INC.	6/20/2024	3818.41	0100	MAINTENANCE SUPPLIES
14168953	EFRAIN BURCIAGA	6/20/2024	191.52	0100	REIMBURSEMENT
14168954	WILLIAM V. MAC GILL & CO.	6/20/2024	545.60	0100	MEDICAL SUPPLIES
14168955	A-Z BUS SALES, INC.	6/20/2024	693.27	0100	MECHANICAL SUPPLIES
14168956	BENCHMARK EDUCATION COMPANY	6/20/2024	7730.29	0100	INSTRUCTIONAL MATERIALS
14168957	CALIFORNIA ELECTRIC SUPPLY	6/20/2024	2397.99	0100	MAINTENANCE SUPPLIES
14168958	YMCA OF SAN DIEGO COUNTY	6/20/2024	421372.73	0100	PROFESSIONAL SERVICES
14168959	SAN DIEGO COUNTY SCHOOL BOARDS	6/20/2024	1560.00	0100	REGISTRATION FEES
14168961	PRINT TO MAIL DOCUMENT SYSTEM	6/20/2024	273.69	0100	INSTRUCTIONAL MATERIALS
14168962	TEAMTALK NETWORK	6/20/2024	437.58	0100	CONTRACTED SERVICES
14168963	ALICIA MARISCAL	6/20/2024	900.00	0100	PROFESSIONAL SERVICES
14168964	IMAGE ONE CORPORATION	6/20/2024	1135.07	0100	OFFICE MATERIALS
14168965	AMAZON CAPITAL SERVICES	6/20/2024	40056.22	0100	INSTRUCTIONAL MATERIALS
14168967	PLATINUM PARTY RENTALS	6/20/2024	449.08	0100	CONTRACTED SERVICES
14168968	CALIFORNIA FINANCIAL SERVICES	6/20/2024	10000.00	0100	PROFESSIONAL SERVICES
14168969	SPARKLETTS	6/20/2024	760.28	0100	CONTRACTED SERVICES
14168970	FLYERS ENERGY	6/20/2024	3226.14	0100	DIESEL
14168971	NIRVANA BUSTOS	6/20/2024	57.22	0100	MILEAGE
14170485	SUNBELT RENTALS, INC.	6/24/2024	471.19	0100	LEASE EQUIPMENT

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14170486	MY PT SAN DIEGO	6/24/2024	32606.03	0100	PROFESSIONAL SERVICES
14170487	WINET PATRICK GAYER CREIGHTON	6/24/2024	875.14	0100	LEGAL SERVICES
14170488	MAXIM HEALTHCARE SERVICES INC	6/24/2024	2405.50	0100	PROFESSIONAL SERVICES
14170489	AARDVARK ANT & PEST CONTROL INC.	6/24/2024	2217.00	0100	CONTRACTED SERVICES
14170490	CAL PACIFIC TRUCK CENTER ,LLC	6/24/2024	995.00	0100	CONTRACTED SERVICES
14170491	THE STEPPING STONE GROUP	6/24/2024	104278.15	0100	PROFESSIONAL SERVICES
14170492	SUN DIEGO CHARTER	6/24/2024	9150.00	0100	CONTRACTED SERVICES
14170493	KYO AUTISM THERAPY, LLC	6/24/2024	8940.75	0100	PROFESSIONAL SERVICES
14170494	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	6/24/2024	2640.00	0100	CONTRACTED SERVICES
14170495	TIER ONE MECHANICAL, INC	6/24/2024	2150.00	0100	CONTRACTED SERVICES
14170496	SO-CAL RATTLESNAKE REMOVAL	6/24/2024	1750.00	0100	CONTRACTED SERVICES
14170497	SAN YSIDRO SCHOOL DISTRICT	6/24/2024	380.28	0100	REVOLVING CASH REPLENISH
14170498	SAFEWAY INC. -VONS DIVISION	6/24/2024	25.80	0100	REFRESHMENTS
14170499	OFFICE DEPOT	6/24/2024	1148.03	0100	OFFICE SUPPLIES
14170500	VELOCITY TRUCK CENTERS	6/24/2024	2752.00	0100	CONTRACTED SERVICES
14170501	SMART & FINAL	6/24/2024	114.01	0100	REFRESHMENTS
14170502	SAN DIEGO COUNTY SUPERINTENDEN	6/24/2024	320.00	0100	REGISTRATION FEES
14170503	SAN YSIDRO SCHOOL DISTRICT	6/24/2024	46343.45	0100	PCARD REPLENISH
14170504	RUSSELL SIGLER, INC	6/24/2024	1304.86	0100	MAINTENANCE SUPPLIES
14170505	BEST BEST & KRIEGER LLP	6/24/2024	13732.17	0100	LEGAL FEES
14170506	SIR SPEEDY PRINTING 02890	6/24/2024	318.94	0100	OFFICE MATERIALS
14170507	AMAZON CAPITAL SERVICES	6/24/2024	157.32	0100	INSTRUCTIONAL MATERIALS
14172607	FLEET SCIENCE CENTER	6/26/2024	270.00	0100	CONTRACTED SERVICES
14172608	PANERA BREAD COMPANY	6/26/2024	385.36	0100	CONTRACTED SERVICES
14172609	WEX BANK	6/26/2024	4062.15	0100	CONTRACTED SERVICES
14172611	JACKSON AND BLANC	6/26/2024	24010.82	0100	CONTRACTED SERVICES
14172612	THE SPEECH PATHOLOGY GROUP, INC	6/26/2024	44420.58	0100	PROFESSIONAL SERVICES
14172613	SUN DIEGO CHARTER	6/26/2024	6000.00	0100	CONTRACTED SERVICES
14172615	MAIREN RUIZ	6/26/2024	162.76	0100	REIMBURSEMENT
14172616	AMN ALLIED SERVICES LLC	6/26/2024	39606.97	0100	PROFESSIONAL SERVICES
14172619	SAN YSIDRO SCHOOL DISTRICT	6/26/2024	9654.39	0100	REVOLVING CASH REPLENISH

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14172620	HAWTHORNE MACHINERY	6/26/2024	864.52	0100	CONTRACTED SERVICES
14172621	SCHOOL SERVICES OF CALIFORNIA	6/26/2024	975.00	0100	REGISTRATION FEES
14172623	HOME DEPOT	6/26/2024	3083.92	0100	MAINTENANCE SUPPLIES
14172624	UNITED STATES POSTAL SERVICE	6/26/2024	4505.31	0100	BULK MAIL REPLENISH
14172625	ATKINSON, ANDELSON, LOYA, RUUD	6/26/2024	2206.46	0100	LEGAL FEES
14172628	ZENAIDA R. ROSARIO	6/26/2024	76.70	0100	REIMBURSEMENT
14172629	SAN YSIDRO SCHOOL DISTRICT	6/26/2024	1651.77	0100	PCARD REPLENISH
14172630	SCHOOL INNOVATIONS	6/26/2024	8300.00	0100	CONTRACTED SERVICES
14172631	RUSSELL SIGLER, INC	6/26/2024	106.47	0100	MAINTENANCE SUPPLIES
14172632	AUTO UPHOLSTERY MASTERS	6/26/2024	428.00	0100	CONTRACTED SERVICES
14172633	CALIFORNIA FINANCIAL SERVICES	6/26/2024	8500.00	0100	PROFESSIONAL SERVICES
Total Fund 01			**$ 2,774,972.69**		
14161096	WAXIE SANITARY SUPPLY	6/6/2024	2364.14	1200	CUSTODIAL SUPPLIES
14164251	EARLY CHILDHOOD ASSESSMENT PROFESSIONALS	6/13/2024	7130.00	1200	PROFESSIONAL SERVICES
14166710	CLARITZA LIMON	6/17/2024	46.09	1200	MILEAGE
14166715	STEPHANIE WOODEN	6/17/2024	34.09	1200	MILEAGE
14166723	WAXIE SANITARY SUPPLY	6/17/2024	5720.81	1200	CUSTODIAL EQUIPMENT
Total Fund 12			**$ 15,295.13**		
14164227	SELECTA INTERNATIONAL	6/13/2024	25498.86	1300	CAFETERIA FOODS
14164229	GOLD STAR FOODS	6/13/2024	150288.25	1300	CAFETERIA FOOD
14164234	SYSCO SAN DIEGO INC.	6/13/2024	3759.03	1300	CAFETERIA FOODS
14164264	HOLLANDIA DAIRY INC.	6/13/2024	37948.19	1300	CAFETERIA FOODS
14164265	SAFEWAY INC. -VONS DIVISION	6/13/2024	1853.33	1300	REFRESHMENTS
14164266	P&R PAPER SUPPLY COMPANY, INC.	6/13/2024	8694.45	1300	CAFETERIA PAPER GOODS
14164267	COUNTY OF SAN DIEGO	6/13/2024	944.00	1300	CONTRACTED SERVICES
14164274	LLOYD PEST CONTROL CO.	6/13/2024	273.00	1300	CONTRACTED SERVICES
14164278	SMART & FINAL	6/13/2024	86.91	1300	REFRESHMENTS
14164280	CALIFORNIA DEPARTMENT OF	6/13/2024	310.05	1300	CONTRACTED SERVICES
14164286	AMERICAN PRODUCE DISTRIBUTORS	6/13/2024	12666.09	1300	CAFETERIA FOODS
14164289	DOMINOS PIZZA	6/13/2024	4769.00	1300	CAFETERIA FOODS
14166683	ANA BUSH	6/17/2024	320.39	1300	MILEAGE

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14166695	PANERA BREAD COMPANY	6/17/2024	2752.79	1300	REFRESHMENTS
14172617	HALLOCK DERICKSON DAVIS	6/26/2024	2768.50	1300	CAFETERIA FOODS
14172622	SAFEWAY INC. -VONS DIVISION	6/26/2024	65.89	1300	REFRESHMENTS
14172626	SMART & FINAL	6/26/2024	166.56	1300	REFRESHMENTS
14172627	WALMART	6/26/2024	48.36	1300	CAFETERIA SUPPLIES
Total Fund 13			**$ 253,213.65**		
14168943	DAILY JOURNAL CORPORATION	6/20/2024	2905.00	2133	CONTRACTED SERVICES
14172606	NINYO & MOORE	6/26/2024	2198.00	2133	PROFESSIONAL SERVICES
14172610	TOM SILVA CONSULTING	6/26/2024	525.00	2133	PROFESSIONAL SERVICES
14172614	SWS ENGINEERING, INC	6/26/2024	20870.00	2133	CONTRACTED SERVICES
14172618	GAFCON INC.	6/26/2024	21838.00	2133	CONTRACTED SERVICES
14164249	DAVY ARCHITECTURE INC	6/13/2024	45720.00	2139	CONTRACTED SERVICES
Total Fund 21			**$ 94,056.00**		
14159846	DANNIS WOLIVER KELLEY	6/3/2024	724.50	2518	LEGAL FEES
Total Fund 25			**$ 724.50**		
Grand total			$ 3,138,261.97		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and Resolution No. 24/25-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2024-25 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:
Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

July 11, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	CatapultK12	To provide the WeTip Program, an anonymous, safe reporting tool to report school and community concerns. (2024-25)	$600.00	General	Adrianzen
2	Capitol Advisors Group, LLC	To provide legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships. (2024-25)	$24,000.00	General	Potter
3	Gerber Life Insurance	To offer optional student insurance for covered school-related activities. (2024-25)	N/A	N/A	Adrianzen
4	National Conflict Resolution Center	To provide the Stop Hate Initiative Program. (2024-26)	N/A	N/A	Little
5	SBC Corporation	To provide the Screening to Care Program. (2024-25)	N/A	N/A	Little/Madera
6	Self & Match System	To provide certificated staff with an introductory workshop and materials for multi-tiered interventions to support students in the classroom with behavioral, social, and	$9,253.75	Special Education and/ or Learning Recovery Emergency Block Grant	Little/Madera

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CATAPULTK12 FOR THE WE TIP PROGRAM

BACKGROUND INFORMATION:
WeTip was founded in 1972 as a way to aid law enforcement and provide anonymous reporting resources and empowerment to citizens. Through WeTip's success, crime incidents have dramatically reduced in both communities and schools nationwide. Since its inception, WeTip has led to over 1.2 million crimes reported, 16,000 arrests, and 8,000 convictions.

Over the years, WeTip has also become an effective tool in aiding law enforcement in acting as a tip liaison and assist in providing information for investigations. Due to the nature of the WeTip anonymous reporting system, the safe reporting tools are used as a way for law enforcement to gather tips for open investigations and assist in crime mitigation and deterrence.

The District has participated in the WeTip Program since 2016. During the October 2020 FCMAT audit, this item was audited and recommended as an anonymous communication/reporting tool to report local school concerns.

RECOMMENDATION:
Approve the agreement with CatapultK12 to provide the WeTip program, an anonymous, safe reporting tool to report school and community concerns for the 2024-25 fiscal year. The annual cost implication is $600.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ANNUALLY $600.00 (Amount)	General Fund (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District - WeTip Renewal

Quote Created: June 21, 2024

San Ysidro School District
4350 Otay Mesa Road
San Diego, California 92154

Patricia Caro
patricia.caro@sysdschools.org

Comments

Products & Services

WeTip Live 24/7/365 Phone Call Center - Honored Discounted Pricing — 1 x $600.00 / year

Live call center operators taking your anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included are our nationwide hotline numbers, dedicated hotline number and WeTip website tip form submissions that generate over 25,000 tips per year!
Includes Dedicated Phone Line
Yearly service for 8- total sites
for 12 months from July 2024 - June 2025

SYSD Board approved: _____

_____
Marilyn Adrianzen, CBO

Annual subtotal	$600.00
Total	$600.00

This quote expires on August 20, 2024

Terms: The client agrees to the Terms of Use on the CatapultK12.com website. The client agrees to the Terms of Use on the WeTip.com website. Our business is committed to providing top-level customer service and support. To ensure adequate support staff, our software service contracts automatically renews on July 1 of each year after the end of the initial contract term.

Auto Renewal: If Client wishes to discontinue software service, a cancellation notice must be sent via email to billing@catapultk12.com 30-days prior to the renewal date. If the cancellation notice is not received 30-days prior to the renewal date, Client will be responsible for paying for the entire 12 months of service, regardless of whether the service is used or not. Thank you for your understanding.

Questions? Contact me

Silas Morrow
smorrow@wetip.com

CatapultK12
1340 Blue Oaks Blvd Suite 110
Roseville CA 95678
United States

INVOICE

CatapultK12
5098 Foothills Blvd #3-396
Roseville, CA 95747

billing@catapultk12.com
888.840.9901
www.CatapultK12.com

San Ysidro School District

Bill to
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92154

Ship to
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92154

Invoice details

Invoice no.: TR-1941
Terms: Due on receipt
Invoice date: 07/01/2024
Due date: 07/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**WETIP Live 24/7/365 Phone Call Center**	WeTip Live 24/7/365 Phone Call Center - WETIP Keenan JPA Discounted Pricing Live call center operators taking your dedicated anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included is our nationwide hotline numbers and WeTip website tip form submissions that generate over 25,000 tips per year! Yearly Service for 8- total sites and 4,400 total students Service Dates: 7/1/2024 - 6/30/2025	1	$600.00	$600.00

Total **$600.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GERBER LIFE INSURANCE COMPANY

BACKGROUND INFORMATION:
Board Policy 5143- Student Insurance, indicates that the Superintendent or designee shall provide information to students and their parents/guardians about available insurance against injuries occurring during school-related activities. Parents/guardians are not required to enroll their children in insurance programs offered by the District.

In compliance with Board Policy 5143, the District will renew the Gerber Life Insurance Company Blanket Accident Insurance policy through its regional licensed agency, Student Insurance, which offers optional school-time accident coverage for students.

RECOMMENDATION:
Approve the agreement with Gerber Life Insurance Company to offer optional student insurance for covered school-related activities during school year 2024-25 and comply with Board Policy 5143.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue, White Plains, New York 10605

Blanket Accident Insurance Application

Name of Policyholder San Ysidro School District (as it should appear on the Policy) Policy Number 05-4215-23

Mailing Address 4350 Otay Mesa Road, San Ysidro, CA 92173 (City) (State) (Zip Code)

Insurance Contact Name Marilyn Adrianzen Title Chief Business Official

Phone 619-428-4476 Fax _____ Email Address patricia.caro@sysdschools.org

Policy Effective Date* 07-01-2024 Policy Expiration Date 1st Day of the Following School Year
(*This will be the effective date if enrollment form and premium are received)

Date of First School Year Activity 07-01-2024 Date of Last Day of School 06-30-2025

Date of First Day of Football N/A Date of Last Day of Football N/A

Date of the 1st Day of the Following School Year 07-01-2024

Coverage under the Optional School-Time Accident Coverage, the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional School-Time Accident Coverage ends at the close of the regular nine-month school term, except while the student is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year. Optional Football Coverage begins on the date of premium receipt and ends on the last day of practice or competition.

Covered Activities and Rates

Optional Coverages – Plan "Low", Plan "Medium" or Plan "High" Only

(Paid for by the Student or Parent per year. A link will be provided for on-line enrollment)

☑ School Time w/Sports No FTB ☑ School Time No Sports ☑ 24Hour w/Sports No FTB ☑ 24Hour No Sports ☐ 24Hour Extension
☐ Football ☐ Dental

Number of Students: PreK-8 4526 9-12 N/A

We hereby enroll with Gerber Life Insurance Company for the plan(s) of insurance selected. We understand that insurance will be in force if this application is accepted by the Company, and the required premium is received by the Company when due. We represent that the information contained in this application is true and correct and forms the basis of the requested insurance.

Signature of Official Authorized to Contract for the Policyholder	Marilyn Adrianzen Printed Name	Date Signed

Local/Regional Licensed Agency

Agency Name: Student Insurance Representative Name: Kimberly Rowan

Address: 6320 Canoga Ave., 12th Floor City, State, Zip: Woodland Hills, CA 91367

Phone Number: 310-826-5688 Email Address: sirep@studentinsurance.com

Signature: _____ Date: _____
(Licensed Agent)

Fraud Statement

For residents of Arkansas, Louisiana and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of the District of Columbia: *WARNING:* It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For residents of Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue

WHITE PLAINS, NY 10605

This Endorsement modifies the form to which it is attached.

The following paragraph is hereby added to the form:

CALIFORNIA FRAUD NOTICE

California Residents: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

President and CEO

Secretary

Names of schools and grades to be covered.

School Name	Grades	# of Students	# of Athletes
Smythe Elementary School	K-6		
La Mirada Elementary School	K-6		
Ocean View Hills Elementary School	PreK - 5th		
Sunset Elementary School	PreK-6th		
Willow Elementary School	K-6th		
San Ysidro Middle School	7-8th		
Vista Del Mar Middle School	6-8th		
Preschool & Child Development Ctr	PreK		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE NATIONAL CONFLICT RESOLUTION CENTER FOR THE STOP HATE INITIATIVE PROGRAM

BACKGROUND INFORMATION:
The National Conflict Resolution Center (NCRC) is pleased to submit to San Ysidro School District (SYSD) a multi- phased, multi-pronged strategy to address matters of prevention and intervention efforts related to reducing number of hate incidents and crimes under the Stop the Hate (STH) initiative.

NCRC proposes a diverse team of expert facilitators/mediators and trainers to collaborate with La Mirada and VDM schools from Spring 2024 – Spring 2026. Services provided to San Ysidro under the STH initiative will be provided at no cost. Implementation and scheduling are the responsibility of SYSD.

NCRC will partner on executing each training session. Total training session offerings may range from 2 - 40 training hours over two years with no more than $50,000 allocated to SYSD.

Training for student groups will be delivered in-person and will be approximately 90 minutes in length. Training for adult groups can be held in-person or virtually using the Zoom platform.

NCRC restorative specialists will intervene to implement a restorative approach to hate-based incidents such as bullying, harassment, hate speech, or hate crimes. A three-tier approach will be used to build the connection and community that define a restorative culture.

RECOMMENDATION:
Approve the agreement with the National Conflict Resolution Center to provide the Stop Hate Initiative Program at no cost to the district during the 2024-2026 school years.

LCAP GOAL AND ACTION/SERVICE:
Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

National Conflict Resolution Center	619-983-5067
Company/Consultant	Telephone Number
530 B Street, Suite 1700, San Diego, CA 92101	https://ncrconline.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 15, 2024 To June 30, 2026

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**National Conflict Resolution Center**	
Name:	Rachael Lewis, MS.	
Title:	Project Manager	
Address:	530 B Street, Suite 1700	
City/State/Zip Code:	San Diego, CA 92101	
Telephone:	619-983-5067	
Email:	rlewis@ncrconline.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	**Russell Little**
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x 3087
Email:	Marilyn.adrianzen@sysdschools.org	Russell.little@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

National Conflict Resolution Center
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

EXHIBIT A

SCOPE OF WORK AND FEES

Stop the Hate Initiative 2024 - 2026

The National Conflict Resolution Center (NCRC) is pleased to submit to San Ysidro School District (SYSD) a multi- phased, multi-pronged strategy to address matters of prevention and intervention efforts related to reducing number of hate incidents and crimes under the Stop the Hate (STH) initiative. With years of experience training and facilitating conflict resolution matters in secondary education, NCRC is well positioned to work with your school to build belonging and turn conflict into productive, positive learning environments where everyone feels included, heard, seen, and valued for their individual identities.

NCRC proposes a diverse team of expert facilitators/mediators and trainers to collaborate with your school from Spring 2024 – Spring 2026. **Services provided to San Ysidro under the STH initiative will be provided at no cost**. Implementation and scheduling are the responsibility of SYSD. NCRC will partner on executing each training session. Total training session offerings may range from 2 - 40 training hours over two years with no more than $50,000 allocated to SYSD.

Training for student groups will be delivered in-person and will be approximately 90 minutes in length. Training for adult groups can be held in-person or virtually using the Zoom platform and range from two hours to eight hours depending on curriculum and client needs. Services listed below are tailored to meet the needs of the target audience (e.g., board and community members, administrators, teachers, and students).

STH Prevention Services:

- ***The Art of Inclusive Communication (ARTIC):*** Participants will explore their own personal and cultural identities and learn how these relate to communication styles. Different styles can be the root of communication breakdown; by understanding styles, one can recognize when communication breakdown is happening.
  Participants will learn to:
  - confidently handle disagreements;
  - integrate a lens of inclusivity; and
  - work effectively with different identities.

- ***The Bystander Challenge (TBC):*** What is a bystander's role when inappropriate behavior occurs? Participants will learn to have challenging conversations in ways that demonstrate respect, inclusiveness, and dignity for everyone involved.
  Participants will also learn to:
  - identify the reasons for bystander inaction;
  - evaluate situations and decide the best course of action; and
  - speak up effectively when they encounter red flag behavior.

- ***The Art and Science of High-Performance Teams (ASHPT):*** This interactive workshop brings to life powerful new research on team dynamics, with a focus on building good relationships, enhancing trust, and becoming an upstander.
  Participants will learn to:

  - recognize the impact of verbal and non-verbal communication;
  - transform from bystander to upstander; and
  - work effectively with individuals with different identities.

- ***Trauma-Informed Student Connect (TISC):*** Learn to develop communication skills that help to build stronger, more trusting relationships with youth who have experienced trauma, thereby creating the psychological safety necessary for students to achieve their academic and social-emotional learning goals.
  Participants will learn how to:

  - develop communication skills to navigate challenging situations with youth who have experienced trauma;
  - learn strategies to de-escalate tense situations; and
  - explore approaches to build resiliency in youth.

  ****This training is specific to adult populations only.***

- ***Culture, Communication, and Conflict Certificate Program (CCCC***) – ***8 total hours***: The four-part certificate program will provide Principals, Assistant Principals, and other school or district leadership with a roadmap to create a positive, inclusive workplace culture that will lead to more satisfied teams and greater productivity. This training can be customized both in format and scheduling.
  Participants will learn from the following curricula:
  - The Artful Conversation
  - The Art of Inclusive Communication
  - The Bystander Challenge
  - The Exchange

  ****This training is specific to adult populations only***

- ***Restorative Justice 101 (RJ 101):*** This restorative justice training will develop capacity at school sites for participants to learn the main restorative principles and practices.
  ****This training is specific to adult populations only***

STH Intervention Services:

- ***Intervention Tiered Efforts:*** NCRC restorative specialists will intervene to implement a restorative approach to hate-based incidents such as bullying, harassment, hate speech, or hate crimes. A three-tier approach will be used to build the connection and community that define a restorative culture:
  - **Tier 1** - NCRC will ensure that all stakeholders have a shared understanding of restorative practices and develop site-specific implementation plans based on a district or school's restorative experience. *This includes the Restorative Justice 101 capacity building training.*
  - **Tier 2**- This training will give teachers and others the tools needed to effectively intervene and respond when they witness hate speech, bullying or other harmful acts. They will learn to facilitate restorative conferences and circles to address incidents of hate on campus and repair harm. NCRC will provide coaching, as needed, to build these skills; in some situations, we will act as co-facilitators.

This includes the Restorative Justice 101 capacity building training in addition to providing hands-on support and intervention when necessary.

- **Tier 3** – This tier focuses on the successful reintegration of students returning to campus after disciplinary action for incidents of hate. It is essential to create a welcoming environment for these youth, who may otherwise feel othered and pushed further toward harmful behaviors. *NCRC circle facilitators will lead Tier 3 efforts and collaborate with appropriate stakeholders.*

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE SBCS CORPORATION, SCREENING TO CARE PROGRAM AGREEMENT

BACKGROUND INFORMATION:
SBCS Corporation formerly known as South Bay Community Services (SBCS), will be working together with the San Ysidro School District to provide with a school-based behavioral health program focused on serving students regardless of insurance status, also known as Screening to Care.

SBCS and SYSD intend to collaborate on the provision of services as described in the MOU. The overarching goal is to screen students via the mySAEBRS screening tool to determine social-emotional need and provide prevention and early intervention supports utilizing the Multi-Tiered System of Supports (MTSS) Framework. Term: 2022-23 with options to extend to December 2026 unless earlier terminated.

On April 13, 2023, the Governing Board approved the agreement with SBCS for the Screening to Care Program. This Amendment extends the services to the 2024-25 school year (Renewal 2 of 3.5).

RECOMMENDATION:
Approve/Ratify Amendment No. 2 with SBCS Corporation to provide the Screening to Care Program during 2024-25. These services are offered at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Social Emotional Learning and Well-Being - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond, ~ Action #2

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT
BETWEEN
San Ysidro School District
AND
SBCS CORPORATION

Pursuant to the terms of that certain agreement entitled Screening to Care ("Agreement"), entered into effective 2/1/2023 between SBCS Corporation ("SBCS) and the San Ysidro School District ("Subrecipient"), SBCS hereby exercises its option to extend term of the Agreement as follows:

OPTION NO.	2 of 3.5
OPTION TERM	July 1, 2024
	June 30, 2025

All other terms and conditions of the Agreement shall remain in full force and effect.

SBCS CORPORATION
California non-profit, public benefit corporation

By: _____ Date: _____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

SUBRECIPIENT
San Ysidro School District

By: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
San Ysidro School District

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SELF & MATCH SYSTEM

BACKGROUND INFORMATION:
The Self and Match System is a self-monitoring tool designed to teach students to engage in positive interactions and develop behavioral, social, and academic skills. This tool can be used class-wide as a Tier 1 intervention or to support individual students who need Tier 2 and/or Tier 3 interventions.

Description	Unit	Price
Introductory Workshop	Group	$ 2,000.00
Self & Match Manuals	Each (x 75)	$ 6,500.00
Tax & Shipping		$753.75
Total		**$9,253.75**

RECOMMENDATION:
Approve the agreement with Self & Match for school year 2024-2025 to provide certificated staff with an introductory workshop and materials for multi-tiered interventions to support students in the classroom with behavioral, social, and academic skills at an estimated cost of $9,253.75 from the Special Education fund and/or Learning Recovery Emergency Block Grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.

Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

$9,253.75
(Amount)

Special Education and/or Learning Recovery Emergency Block Grant.
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING

THE SELF & MATCH SYSTEM (Consultant)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

The Self and Match System is a self-monitoring tool designed to teach students to engage in positive interactions and develop behavioral, social, and academic skills. This tool can be used class-wide as a Tier 1 intervention or to support individual students who need Tier 2 and/or Tier 3 interventions

2. Scope of Services:

CONSULTANT and its collaborative partners will provide Certificated school staff an in-person introduction to The Self & Match System Workshop during 2024-25 school year as described in **Exhibit C**.

3. Compensation:

DISTRICT will pay CONSULTANT as indicated on Exhibit C. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice and IRS Form W-9 to the Business Services Department for processing of payment. If SPEAKER is from out of state, additional documentation may be required. Invoice should be dated on or after the date of the event and is payable within 30-days.

4. Indemnification and Hold Harmless:

Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder to the extent that the claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

5. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

7. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

8. Independent Contractors:

This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are independent contractors and not an employee, agent officers, or associates of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers' compensation or any other employee benefit, for the benefit of the other party of its employees, agents, officers, and associates.

9. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

10. Final Approval:

Each party signing this Agreement warrants to the other that he or she has the full authority to enter into an agreement on behalf of the Party for which his or her signature is made.

This Agreement represents the entire Agreement and understanding of the parties hereto, and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

THE SELF & MATCH SYSTEM
CONSULTANT

Signature: _____Date: _____
Name/Title:
Address:
Telephone:
Email:

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Luis Ramos
Director of Educational Services
(619) 428-4476 ext. 3071
luis.ramos@sysdschools.org

Oscar Madera
Director of Special Services
(619) 428-4476 ext. 3088
oscar.madera@sysdschools.org

SCHOOL SAFETY CERTIFICATION FORM

EXHIBIT A

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **CONSULTANT and/or collaborators and subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), CONSULTANT shall require their employees and/or agents and students, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such CONSULTANT employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) CONSULTANT shall not permit any employee, agent or other to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) CONSULTANT certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) CONSULTANT shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by CONSULTANT's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting CONSULTANT from using employees, agents or other who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) CONSULTANT's individuals/employees and/or others who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the CONSULTANT's employees/individuals and/or others performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the CONSULTANT's employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT B

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(initials)* 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____*(initials)* 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: (*All sections must be completed.)*

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature	Date
Parent/Guardian Name	Phone

Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you

EXHIBIT C

Self & Match
310 S Twin Oaks Valley Rd #107-264
CA US
ndmatch@gmail.com
www.selfandmatch.com

Estimate

THE SELF & MATCH SYSTEM

ADDRESS
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

SHIP TO
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

ESTIMATE #	DATE	EXPIRATION DATE
1157	04/03/2024	06/03/2024

SHIP VIA
USPS Media Mail

ACTIVITY	QTY	RATE	AMOUNT
Introductory Workshop 3.5 hour In-person Intro to The Self & Match System Workshop (Audience: Certificated School Staff) on 7/22/24. Includes BACB CEUs for BCBAs. 8:30am-12pm.	1	2,000.00	2,000.00
Self & Match Manual Self & Match Manual: 7.2 Edition including access to digital portal and Self & Match Maker (discounted $5 from retail price of $95). All manuals over 50 discounted to $80.	50	90.00	4,500.00T
Self & Match Manual The Self & Match Manual: 7.2 Edition including access to digital portal and Self & Match Maker (discounted $5 from retail price of $95). All manuals over 50 discounted to $80.	25	80.00	2,000.00T

*Each certificated participant attending an Intro to Self & Match Workshop must own a Self & Match manual. Paraprofessionals are invited to attend for no additional fee.
*Minimum of 25 participants to present in-person. If less than 25 register, the session can be moved to virtual format.
*Manuals to be shipped via USPS Media Mail to 1 central location. Shipping charges to be calculated based on the # of books ordered and included on final invoice.
*Virtual training dates can be shifted to a mutually agreed upon date (with 2 weeks notice).
*Virtual workshops are not recorded unless pre-arranged. Recordings are available for additional fee.

SUBTOTAL	8,500.00
TAX	503.75
SHIPPING	250.00
TOTAL	**$9,253.75**

Accepted By

Accepted Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the number of complaints received and their status. After the Board accepts this report, it must also be filed with the San Diego County Office of Education.

The synopsis below reports that from April 1, 2024, to June 30, 2024, the District did not receive any written complaints regarding teacher misassignments, instructional materials deficiencies, or facility disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement-related complaints for the fourth quarter from April 1, 2024, to June 30, 2024, of the 2023-24 school year for submission to the San Diego County Office of Education. The District has not received any written complaints pertaining to teacher misassignments, instructional materials deficiencies, or facility disrepair.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

N/A (Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH STRADLING YOCCA CARLSON & RAUTH, P.C., ATTORNEYS AT LAW

BACKGROUND INFORMATION:
In order to finance certain facilities, furniture and equipment needed to maintain and improve the quality of the District's schools, the District desires to retain Bond Counsel to assist in forming two school facilities improvement districts (the "SFIDs"), placing three propositions for the issuance of general obligation bonds on the ballot, and issuing general obligation bonds, certificates of participation and any refunding bonds issued to refund such bonds or certificates of participation from time to time (together, the "Bonds"); and to do the necessary legal work related to the ballot propositions and the Bonds.

The District retained Stradling Yocca Carlson & Rauth, P.C as Bond Counsel in connection with the execution and delivery of the 2024 General Obligation Bonds.

RECOMMENDATION:
Approve/Ratify the Bond Counsel Agreement with Stradling Yocca Carlson & Rauth, P.C for services related to the 2024 General Obligation Bonds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

REFER TO CONTRACT FOR DETAILS	General & Other Available Funds
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

BOND COUNSEL AGREEMENT

SAN YSIDRO SCHOOL DISTRICT

(Election of 2024 General Obligation Bonds)

THIS AGREEMENT, made as of this 1st day of July, 2024, by and between the SAN YSIDRO SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (herein "District"), and STRADLING YOCCA CARLSON & RAUTH, LLP (herein "Bond Counsel"):

R E C I T A L S :

A. In order to finance certain facilities, furniture and equipment needed to maintain and improve the quality of the District's schools, the District desires to retain Bond Counsel to assist it in forming two schools facilities improvement districts (the "SFIDs"), placing three propositions for the issuance of general obligation bonds on the ballot, and issuing general obligation bonds, certificates of participation and any refunding bonds issued to refund such bonds or certificates of participation from time to time (together, the "Bonds"); and

B. The District desires to retain Bond Counsel to do the necessary legal work hereinafter outlined, upon the terms and conditions hereinafter set forth, related to the ballot propositions and the Bonds; and

C. Bond Counsel represents that it is ready, willing and able to perform said legal work;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

A. Bond Election. Bond Counsel will provide legal services in connection with placing the propositions on the ballot on an eligible election date (the "Bond Election"). Such services will include:

(1) Drafting the resolutions and formation documents necessary to form the SFIDs; and

(2) Conferring with the District on legal issues relating to any voter survey and activities of District employees related to the Bond Election; and

(3) Drafting the resolutions necessary to call the Bond Election; and

(4) Conferring with and advising the District as to the ballot measures and tax rate statements; and

(5) Conferring and consulting with District staff with regard to the applicable county procedures for the Bond Election and financing proceedings and as to any other matters relating to the Bond Election and financing proceedings; and

(6) Participating in meetings and other conferences scheduled by the District and the District's municipal advisor.

B. Post-Election and Issuance of Bonds. The District retains Bond Counsel to provide, and Bond Counsel agrees to provide, legal services in connection with certain post-election matters and the issuance of the Bonds. Such services shall include, but not be limited to, the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of the Bonds to the effect that:

(1) The Bonds have been properly authorized, executed and delivered and are valid and binding obligations; and

(2) The essential sources of security for the Bonds have been legally provided; and

(3) Interest on the Bonds is exempt from California personal income taxation and unless the District elects to issue taxable bonds, is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include the following:

(i) Prepare the resolutions certifying the election results and establishing a Citizens' Oversight Committee, including the preparation of the By-laws for the Citizens' Oversight Committee;

(ii) Attending an organizational meeting of Citizens' Oversight Committee to explain the role and responsibilities of the Committee;

(iii) Researching applicable laws and ordinances relating to the Bonds;

(iv) Attending conferences and consulting with District staff and District legal counsel regarding such laws, and the need for amendments thereto, or additional legislation;

(v) Participating in meetings, conferences or discussions with any municipal advisors, underwriters or other experts retained by the District in structuring the issuance of the Bonds;

(vi) Supervising and preparing documentation of the steps to be taken through the issuance of the Bonds, including:

(a) Drafting all resolutions, notices, rules and regulations, and other legal documents required for the issuance of the Bonds, and all other documents relating to the security of the Bonds, in consultation with the District, its counsel, municipal advisor, underwriter and other experts;

(b) Preparing the record of proceedings for the authorization, sale, issuance of the Bonds;

(c) Assisting the District in preparing each official statement or placement memorandum (the "Official Statement") relating to the sale of the Bonds;

(d) Reviewing the purchase contracts or the bidding documents relating to the sale of the Bonds;

(e) Participating in meetings and other conferences scheduled by the District, the District's municipal advisor or the underwriter;

(f) Consulting with prospective purchasers, their legal counsel and rating agencies;

(g) Consulting with counsel to the District concerning any legislation or litigation which may affect the Bonds, the security for the Bonds, or any other matter related to the issuance of the Bonds;

(h) Consulting with any paying agent for the Bonds and its counsel;

(i) Preparing the form of the Bonds, and supervising their production, authentication and delivery;

(j) Rendering the opinions as to the validity of the Bonds for use and distribution upon their issuance;

(k) Rendering a legal opinion to the underwriter or purchaser of the Bonds as to the applicability of the registration requirements of federal securities laws; and

(l) Delivering a letter to the underwriter or purchaser of the Bonds to the effect that the Official Statement for each series of the Bonds, excluding certain financial, statistical and other information, does not contain any untrue statement of a material fact or omit any material fact.

C. Special Services. "Special Services" are defined for purposes of this Agreement as services in addition to the services outlined in Sections A and B above. Special Services will include, but not be limited to, any work after a bond closing related to the amendment of the financing documents or

agreements; and special studies or analyses. Special Services must be authorized in writing by the Superintendent or his or her designee.

D. Nature of Services. Bond Counsel is retained as an independent contractor and the District does not intend for Bond Counsel to be a public official of the District within the meaning of Government Code Section 1090. Bond Counsel is being engaged primarily to deliver its standard approving legal opinion with respect to the Bonds. In addition the delivering such opinion Bond Counsel will also be responsible for drafting the principal legal documents pursuant to which the Bond Election will be called and the Bonds will be issued and for providing legal advice and counsel with respect to such documents. However, Bond Counsel is not being retained, and has no duty, to advise the District as to whether or it should issue the Bonds or whether or not it should enter into any contracts related to the possible issuance of the Bonds; nor is Bond Counsel being retained, and it has no duty, to provide municipal advice of any kind to the District in connection with or relating to the Bonds or any contracts related thereto. The District, through its Board, will be exercising its independent judgment regarding the decisions of (a) whether or not to issue the Bonds, (b) whether or not to enter into any contracts related to the Bonds, or (c) the financial terms to be include in the Bonds and/or any such contracts. Accordingly, the parties agree that Bond Counsel's role is not one where it will be exerting influence over the decision by the District to proceed or not to proceed to issue the Bonds or to enter into any contracts related to the Bonds.

2. COMPENSATION

The District agrees to pay Bond Counsel the following amounts as compensation for services rendered by Bond Counsel under this Agreement:

A. For the services to be rendered under Section 1A of this Agreement for pre-election services, Bond Counsel shall be paid fees at the hourly rates set forth in Exhibit A up to a cap of $15,000 from the District General Fund or other lawful sources of funds and shall not be paid or reimbursed from proceeds of the Bonds. Such fees shall be billed following the Bond Election and shall be payable within thirty (30) days following the receipt of the invoice.

B. For the services to be rendered under Section 1B above relating to the issuance of the Bonds, it is agreed that Bond Counsel will be paid a fee of $**75,000** for each series of Bonds.

The foregoing fees will be billed upon the earlier of the issuance of each series of the Bonds or 90 days following the end of the fiscal year in which such Bonds were scheduled to be issued, or such other date as is mutually agreed to by Bond Counsel and the District. For Bonds issued after December 31, 2025, Bond Counsel reserves the right to make such modifications to the foregoing schedule as the District and Bond Counsel agree, as justified by reason of increased cost to Bond Counsel or an increase in the then prevailing fee schedule for the issuance of obligations such as the Bonds. Bond Counsel represents that the foregoing fees for post-election services have not been

inflated to account for any pre-election services or for any campaign contributions that Bond Counsel might make with respect to the Bond Election.

C. In the event Bond Counsel is requested to perform Special Services as set forth in Section 1C above, Bond Counsel will be paid fees at the hourly rates set forth in Exhibit A or in such other manner as is mutually acceptable to the District and Bond Counsel. Such fees will be billed monthly and shall be payable within thirty (30) days following the receipt of each invoice.

D. In addition to the fees set forth in paragraphs A, B and C above, Bond Counsel shall be reimbursed for the actual cost of any out-of-pocket expenses reasonably incurred by Bond Counsel in the course of its employment, such as document reproduction, telecommunications charges, printing costs, filing fees, long-distance telephone calls, messenger services, overnight delivery services, travel and similar items of expense. Bond Counsel agrees not to incur more than $**1,500** of expenses related to a series of Bonds without the prior approval of Superintendent or his or her designee.

3. PERSONNEL AND CONTRACT ADMINISTRATION

District agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Reed Glyer, Carol Lew and Nick Yeager and other associate attorneys working for Bond Counsel under the direction of Mr. Glyer. If any of the above-named attorneys is unable to provide such services due to death, disability or similar event, Bond Counsel reserves the right to substitute another of its attorneys, upon approval by the Superintendent, or his or her designee, to provide such services; and such substitution shall not alter or affect in any way Bond Counsel's or the District's other obligations under this Agreement.

This Agreement will be administered by the Superintendent, or his or her designee.

4. CONFLICTS OF INTEREST

Bond Counsel represents municipal bond underwriting firms on matters not related to the Bonds, and the District hereby provides its informed written consent to Bond Counsel's representation of any other municipal bond underwriting firm retained by the District with respect to the issuance of the Bonds on matters not involving the Bonds or the District.

5. TERMINATION

A. This Agreement may be terminated, without cause, by the District or Bond Counsel upon thirty (30) days' advance written notice to the other party. Such notification shall state the effective date of the termination of this Agreement.

B. Bond Counsel reserves the absolute right to withdraw from representing the District if, among other things, the District fails to honor the terms of this Agreement, the District fails to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in Bond Counsel's view, render our continuing representation unlawful or unethical. If Bond Counsel elects to withdraw, the District will take all steps necessary to

free Bond Counsel of any obligation to perform further services, including the execution of any documents necessary to complete such withdrawal, and Bond Counsel will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on the District's behalf in accordance with the payment terms set forth in Section 2 above. If necessary in connection with litigation, Bond Counsel would request leave of court to withdraw.

C. Bond Counsel's representation of the District under this Agreement will be considered terminated at the earlier of (i) the District's termination of our representation, (ii) Bond Counsel's withdrawal from its representation of the District, or (iii) the substantial completion by Bond Counsel of its substantive work for the District. Unless Bond Counsel has been specifically engaged to perform Special Services related to a series of the Bonds after their issuance, Bond Counsel's representation of District with respect to such series of Bonds shall terminate on their date of issuance.

6. ARBITRATION

IN THE EVENT OF A DISPUTE REGARDING FEES, COSTS, OR ANY OTHER MATTER ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER TO BOND COUNSEL'S RELATIONSHIP WITH THE DISTRICT, OR BOND COUNSEL'S OR THE DISTRICT'S PERFORMANCE OF THIS AGREEMENT, INCLUDING THE QUALITY OF THE SERVICES WHICH BOND COUNSEL RENDERS, THE DISPUTE SHALL BE DETERMINED, SETTLED AND RESOLVED BY CONFIDENTIAL ARBITRATION IN THE COUNTY OF SAN DIEGO, CALIFORNIA. ANY AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, AND A JUDGMENT RENDERED THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

Arbitration may be demanded by the sending of written notice to the other party. If arbitration is demanded, within 20 days of the demand the District shall present a list of five qualified individuals who would be willing to serve that the District would find acceptable to act as arbitrator. To serve as arbitrator, the individual must be a retired judge having served on any federal court or the California Superior Court or higher court in the State of California. Within 20 days of receiving the District's list, Bond Counsel may at its sole discretion (i) select any individual from that list and that individual shall serve as the arbitrator, or (ii) propose its own list of five individuals for arbitrator. If Bond Counsel chooses to present a separate list, the District may within 20 days select any individual from that list and that person shall serve as arbitrator. If no arbitrator can be agreed upon at the end of this process, the District and Bond Counsel each shall select one individual from its own list and those two persons shall jointly select the arbitrator. The arbitration shall be conducted pursuant to the procedures set forth in the California Code of Civil Procedure §§ 1280 et seq., and in that connection you and we agree that § 1283.05 thereof is applicable to any such arbitration. Nothing herein shall limit the right of the parties to stipulate and agree to conduct the arbitration pursuant to the then-current rules of the American Arbitration Association, the Judicial Arbitration & Mediation Services, or any other agreed-upon arbitration services provider.

7. MISCELLANEOUS

A. Bond Counsel and the employees of Bond Counsel, in performance of the Agreement, shall act in an independent capacity and not as officers or agents of the District.

B. Without the written consent of the District, this Agreement is not assignable by Bond Counsel in whole or in part.

C. No alteration or variation of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

D. Bond Counsel does not and cannot guarantee any outcome in a matter.

E. In the event of any dispute that relates to our entitlement to any payment hereunder, all undisputed amounts shall be paid by the District

F In accordance with the requirements of California Business and Professions Code § 6148, Bond Counsel advises you that the firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to the District.

SAN YSIDRO SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California

By: _____
Gina A. Potter, Ed.D., Superintendent

STRADLING YOCCA CARLSON & RAUTH, LLP

By: _____
Reed Glyer

EXHIBIT A

Shareholders	$500
Associates	$305
Paralegals	$130

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BEST BEST & KRIEGER LLP

BACKGROUND INFORMATION:
Best Best & Krieger (BBK) shall provide Counsel legal services as requested by the District pertaining to legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency litigation, and charter schools.

RECOMMENDATION:
Approve/Ratify the 3-year legal services agreement with Best Best & Krieger, LLP.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

Per Rates on the Agreement	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR LEGAL SERVICES
BETWEEN
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT
AND
BEST BEST & KRIEGER LLP

1. PARTIES

The Parties to this Agreement are the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT** ("Client"), and the law firm of **BEST BEST & KRIEGER LLP** (hereinafter "Counsel").

2. RECITALS

2.1 Counsel is a law firm providing general and special legal services to public school districts and other entities.

2.2 Client desires to obtain from Counsel legal services as described in this agreement.

3. LEGAL SERVICES

Counsel shall provide legal services to Client on legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency, litigation, and charter schools.

4. COMPENSATION

4.1 Client shall compensate Counsel on an hourly basis for services at the hourly rate of Three Hundred Twenty-Four Dollars ($324) for the services provided by Partners and Of Counsel. Client shall compensate Counsel on an hourly basis for services rendered hereunder at the hourly rate of Two Hundred Ninety Dollars ($290) for Associates, and Two Hundred Eighteen Dollars ($218) for paralegals, law clerks, and analysts.

4.2 The above rates will be adjusted annually using the cost of living index. At the start of the Client's fiscal year, beginning July 1, 2025 and every July 1 thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living

for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in San Diego-Carlsbad, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than 4%.

4.3 There is no separate charge for secretarial or other administrative charges. Counsel's fees include all routine word processing, secretarial, and office costs associated with the provision of legal services.

4.4 Reimbursement of costs advanced by Counsel on behalf of Client, as well as other specific expenses, will be billed in addition to the amount billed for professional fees. These reimbursable costs currently include but are not limited to automobile mileage for extraordinary (out of County) travel at the then current IRS mileage reimbursement rate, long distance telephone calls, computer research, court filing fees and other court-related expenditures including court reporter and transcription fees, extraordinary photocopy charges, and any costs of producing or reproducing photographs. Reimbursement for actual and necessary expenses incurred by Counsel will be provided by Client in accordance with the Billing Policies attached hereto and incorporated herein by reference.

5. TERMS

5.1 The term of this Agreement shall be from the date of execution for a period of (3) years which may be extended by mutual agreement. At any time with or without cause, either party shall have the right, in its sole discretion, to terminate the Agreement by giving thirty (30) days' written notice to the other party. There shall be no grace period after giving notice of termination.

5.2 In the event of termination by Client, Counsel will be paid for all services performed prior to the date of termination or as authorized by the Client or as necessary to transfer files to successor legal counsel.

5.3 Client shall have the right to specify the attorney(s) providing legal services under this Agreement by contacting the undersigned; provided, however, that this right shall not affect Client's obligation to pay for services rendered.

6. INSURANCE COVERAGE

Counsel carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance coverage exceeds what is required by the State of California. Counsel agrees to notify Client if this policy is cancelled or non-renewed.

7. ACCOUNTS

Counsel will provide Client with a monthly itemized statement by topic for services rendered hereunder. This statement will set forth, in addition to professional fees, any costs advanced by Counsel on behalf of Client, as well as any travel, long distance telephone calls, computer research, photocopy costs or other costs to be paid by Client and incurred by Counsel on behalf of the Client. Payment shall be due to Counsel within thirty (30) days of receipt of each monthly invoice.

8. INDEPENDENT CONTRACTOR

Counsel shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Counsel, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of Counsel's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. AGREEMENT

This Agreement represents the entire understanding of Client and Counsel as to those matters contained herein, and supersedes and cancels any prior oral or written agreements, understanding, promises or representations with respect to those matters covered hereunder.

- Signature page follows —

SIGNATURES OF AUTHORIZED REPRESENTATIVES:

Date: _____

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT
("Client")

By: _____

Name: Gina Potter, Ed.D

Its: Superintendent

Date: _____

BEST BEST & KRIEGER LLP ("Counsel")

By: _____

Joseph Sanchez, Partner

SYSD Board approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

BACKGROUND INFORMATION:
The District desires to retain and engage Atkinson, Andelson, Loya, The District desires to retain and engage Atkinson, Andelson, Loya, Ruud & Romo to perform legal and, upon request, non-legal consultant services on the District's behalf from July 1, 2024, through June 30, 2026. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such service are to be designated by the Superintendent of the District or designee.

RECOMMENDATION:
Approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo to provide legal and consulting services from July 1, 2024 through June 30, 2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Per Rate on the Agreement	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☐ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2024, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SAN YSIDRO ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for two years, commencing July 1, 2024, through June 30, 2026. For the period July 1, 2024, through June 30, 2026, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	July 1, 2024 June 30, 2025	**July 1, 2025- June 30, 2026**
Senior Partners	$380.00	$395.00
Partners/Senior Counsel	$345.00	$355.00
Senior Associates	$330.00	$340.00
Associates	$315.00	$325.00
Electronic Technology Litigation Specialist	$270.00	$280.00
Non-Legal Consultants	$245.00	$245.00
Senior Paralegals/Law Clerks	$205.00	$215.00
Paralegals/Legal Assistants	$205.00	$215.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, Title IX, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2024, through June 30, 2026, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

/ / /

/ / /

/ / /

XII. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2024.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
JOHN M. RAJCIC

"District"

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Dated: _____ By: _____
GINA A. POTTER, ED.D.,
SUPERINTENDENT

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH WINET PATRICK GAYER CREIGHTON & HANES

BACKGROUND INFORMATION:
The District desires to retain and engage Winet Patrick Gayer Creighton & Handles to perform legal, and upon request, non-legal consultant services on the District's behalf. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such service are to be designated by the Superintendent of the District or designee.

RECOMMENDATION:
Approve/Ratify the agreement with Winet Patrick Gayer Creighton & Hanes for legal services during 2024-25 as needed.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget? ☒ Yes ☐ No

Requisition #

Per Rates on the Agreement	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

LEGAL SERVICES RETAINER AGREEMENT

This agreement is made by and between San Ysidro School District (hereinafter collectively known as "Client") and the firm of Winet Patrick Gayer Creighton & Hanes, a Law Corporation (hereinafter known as "Attorneys").

This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.

Legal Services to be Provided:

Client retains Attorneys to provide legal advice and consultation regarding legal matters and litigation for the San Ysidro School District upon request.

Responsibilities of Attorneys and Client:

Attorneys will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be cooperative with Attorneys, keep Attorneys reasonably informed of any new developments, and timely make any payments required by this agreement. Unless other arrangements are made with Attorneys, payments will be made within 30 days of receipt.

Attorneys Fees and Costs:

Client will pay Attorneys for legal services provided under this agreement. Client agrees to pay Attorneys time as follows:

$345.00 per hour	Shareholders
$290.00 per hour	Associate Attorneys
$150.00 per hour	Paralegals

Attorneys will charge in increments of 1/10th of an hour rounded off for each particular activity to the nearest 1/10th of an hour. Minimum time charged for any particular activity will be 1/10th of an hour.

Client is responsible for all costs and expenses incurred by Attorneys in connection with Client's claim, including the following fees:

- Court filing fees, motion fees, copy charges and costs
- Process Service fees
- Ordinary witness fees
- Investigator fees
- Language Interpreter Fees
- Fees to experts for consultation with Attorneys, and/or appearance at deposition or trial
- Court reporting and transcription fees
- Jury fees
- Video taping and other preparation of trial exhibits
- Messenger expenses
- Travel expenses at actual cost
- Mileage at $.67 per mile, or current IRS rate for business mileage
- Telephone charges for calls outside of the United States
- Photocopying charges (at $.25 per page) or at cost for third party vendor fees
- Postage Fees, Express Mail, Priority Mail, and FedEx charges at cost
- Media for transfer of documents or information (external USB drives, and CDs) at cost

Attorneys may advance any or all of such costs and expenses on Client's behalf, in which event Client agrees to reimburse Attorneys upon demand. Such reimbursement shall be made regardless of the outcome of the legal actions on Client's claim, or the amount recovered.

Client acknowledges that Attorneys have made no promises about the total amount of Attorneys' fees and costs to be incurred by Client under this agreement.

Settlement:

No settlement of any nature shall be made for any of the aforesaid claims without the complete approval of the Client.

Withdrawal or Substitution:

Client understands that if Client does not make the payments specified in this agreement, Attorneys may withdraw from the litigation, claim, project or other services being provided. Client agrees to timely make the payments specified in this agreement.

Cooperation of Client:

Client shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid claims of Client, and/or the defense of the aforesaid claims against Client.

Errors and Omissions Coverage

Attorneys represent that Attorneys carry error and omissions coverage with limits of $2,000,000 per claim and $2,000,000 aggregate.

Attorneys' Authority:

Attorneys may receive in the name of Client any monies or other things of value which may properly be payable or deliverable to Client on account of any judgment recovered or any

settlement agreed on in connection with the aforesaid claims of Client.

IT IS AGREED that Attorneys have made no guarantees regarding the successful termination of litigation and all expressions relative to the merit of the case are only matters of Attorneys' opinion.

Document Retention:

Except for documents which are required to be kept indefinitely by state law, all files and documents pertaining to work performed in connection with this agreement will be saved electronically after conclusion of the matter and retained for a period of seven years. In the event Client wishes to take possession of the paper file before it is saved electronically, it must notify Attorneys within 15 days of conclusion of the matter being handled. Unless other arrangements are made by Client prior to the expiration of the seventh year of retention, the electronic copy will be destroyed at the end of the seventh year.

Terms:

This agreement is in effect as of July 1, 2024 and will remain in effect for a period of one year, unless extended in writing.

THE FOREGOING IS AGREED TO BY:

SAN YSIDRO SCHOOL DISTRICT

Dated: _____ By: _____
Authorized Representative of the
San Ysidro School District

Dated: _____ **WINET PATRICK GAYER CREIGHTON & HANES**

By: _____
Randall L. Winet

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: CHANGE ORDER TO TASK ORDER NO. 2 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:
The District was awarded two grant awards from the California Energy Commission (CEC), California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program which allowed for corrections to the following District schools that qualified: Sunset, La Mirada, Smythe, Willow and San Ysidro Middle School.

Task Order No. 2 is related to CalSHAPE Grant Award No. 21R2PA1164 in the amount of $307,002.75 for projects at Sunset, La Mirada, Smythe and San Ysidro Middle School which will consist of the maintenance and/or repair of existing mechanical equipment to meet current standards of public health and safety.

Change Order No. 1 for CalSHAPE Plumbing Reconciliation (DIR #451151-001) for all work completed on plumbing Task Order No. 2. The scope of work was unchanged but the cost to complete the project was less $31,722.02 than the original estimate. The Contract sum of $307,002.75 was reduced to $275,280.73.

RECOMMENDATION:
Approve Change Order No. 1 to Task Order No. 2 with B.R. Building Resources for a CalSHAPE plumbing reconciliation for all work completed, reducing the original estimate by $31,722.02. The new contract total is $275,280.73.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TASK ORDER NO. 2 NEW CONTRACT TOTAL	
$275,280.73	CalSHAPE Grant & other funding resources
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PCCO #001

Building Resources
2247 Lindsay Way
Glendora, California 91740
Phone: (626) 963-4880
Fax: (626) 963-4848

Project: 22-4034 - SYSD-Task Order 2 Plumbing DIR#451151
4350 Otay Mesa Road
San Ysidro, California 92173
Phone: 210-626-5357

Prime Contract Change Order #001: CE #001 - SYSD CalSHAPE Plumbing Reconciliation

TO:	**San Ysidro School District** 4350 Otay Mesa Rd San Ysidro , California 92173	**FROM:**	**Building Resources** 2247 Lindsay Way Glendora, California 91740
DATE CREATED:	4/02/2024	**CREATED BY:**	Gabe Navarro **(Building Resources)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	04/16/2024
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
SIGNED CHANGE ORDER RECEIVED DATE:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
FIELD CHANGE:	No	**CONTRACT FOR:**	1:SYSD CalSHAPE TO#2 - Plumbing
		TOTAL AMOUNT:	($31,722.02)

DESCRIPTION:
CE #001 - SYSD CalSHAPE Plumbing Reconciliation
SYSD CalSHAPE plumbing reconciliation for all work completed on plumbing Task Order #2

The scope of work was unchanged but the cost to complete the project was less $31,722.02 than the original estimate.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	22-100.O General Plumbing.Other	Smythe Elementary - 36 interior faucets	$(1,466.30)
2	22-100.O General Plumbing.Other	La Mirada Elementary - 49 interior faucets	$(4,580.51)
3	22-100.O General Plumbing.Other	Sunset Elementary - 45 interior faucets	$(3,277.70)
4	22-100.O General Plumbing.Other	San Ysidro Middle - 109 interior faucets	$(31,022.67)
5	22-100.O General Plumbing.Other	San Ysidro Middle - 9 urinals	$(5,389.20)
6	22-100.O General Plumbing.Other	San Ysidro Middle - 10 toilets	$5,554.80
7	22-100.O General Plumbing.Other	San Ysidro Middle - 1 ice machine	$8,459.56
		Grand Total:	**$(31,722.02)**

The original (Contract Sum)	$307,002.75
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$307,002.75
The contract sum will be decreased by this Change Order in the amount of	($31,722.02)
The new contract sum including this Change Order will be	$275,280.73

The contract time will not be changed by this Change Order.

Board approved: _____

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro , California 92173

Building Resources
2247 Lindsay Way
Glendora, California 91740

SIGNATURE	**DATE**	**Marilyn Adrianzen, CBO**	**DATE**	**SIGNATURE**	**DATE**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: CASBO ORGANIZATIONAL MEMBERSHIP FOR 2024-2027

BACKGROUND INFORMATION:
The California Association of School Business Officials (CASBO) provides a very rich menu of learning experiences allowing staff to take advance of gaining knowledge in many areas in a concentrated period of time. More than 160 workshops are conducted to provide insights and training on the most compelling and current issues. Areas of budgeting, financing, facility, maintenance, child nutrition and transportation are covered.

The District would like to empower its employees with the capacity-building tools needed for day-to-day business practices. The District will benefit by attending professional development workshops and leadership opportunities at a discounted cost.

Term: July 1, 2024 through June 30, 2027.

RECOMMENDATION:
Approve the District's Organizational Membership to the California Association of School Business Officials (CASBO) for fiscal year 2024-27 at an annual cost of $3,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,500.00	General Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CALIFORNIA ASSOCIATION OF SCHOOL BUSINESS OFFICIALS
3 YEAR ORGANIZATIONAL SUBSCRIPTION AGREEMENT

Please review and select the appropriate Tier, then sign, date and return to membership@casbo.org by July 31, 2024.

This 3 Year Subscription Agreement (this "**Agreement**") is made by and between California Association of School Business Officials ("**CASBO**") and the party whose name appears below (the "**Subscriber**") and shall be effective as of the date of the last signature of party designated below (the "**Effective Date**"). By accepting the terms of this Agreement, Subscriber agrees to a 3 Year CASBO Subscription Term ending June 30, 2027, as specified below.

Subscription Tiers.

Tiers	School Districts	Community Colleges	County Offices of Education
Tier 1	0-500 Students	0-15,000 Students	Class 8
Tier 2	501-2500 Students	15,0001-50,000 Students	Class 7-5
Tier 3	2,501-10,000 Students	50,0001+ Students	Class 4-1
Tier 4	10,000 + Students	-	-

Subscription Fees. Subscription fees shall be set forth below. CASBO may increase Subscription dues upon the expiration of a Subscriber's Initial Term or Subsequent Renewal Term.

Tiers	Annual Subscription Fee (Per Year)
Tier 1	$850
Tier 2	$1,750
Tier 3	$3,500
Tier 4	$5,250

Subscriber Selection.
The Subscriber hereby agrees to a 3-Year CASBO Organizational Subscription paid annually through June 30, 2027, at the following level:

☐ Tier 1 ☐ Tier 2 ☒ Tier 3 ☐ Tier 4

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

For Organizational Subscription Member:
SAN YSIDRO SCHOOL DISTRICT
Organizational Subscriber Name

Marilyn Adrianzen
Authorized Representative Name

Signature

Chief Business Official
Title

Date Board approved:

For CASBO:

Authorized Representative Name
JP Bustamante

Signature JP Bustamante

Title
CASBO Chief Financial Officer

Date 4/4/2024

For questions or assistance, please contact CASBO Membership at (916) 447-3783 or membership@casbo.org.
Thank you for your continued support as a valued member!

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE KEENAN & ASSOCIATES AGREEMENT FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES

BACKGROUND INFORMATION:
Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

On June 22, 2023, the Governing Board approved the agreement with Keenan and Associates to provide Property and Casualty Claims Administration Services from July 1, 2023 to June 30, 2026.

Amendment No. 1 – Amends Exhibit B Compensation of the Agreement for the period from July 1, 2024 through June 30, 2025. All other terms and conditions of the Agreement remain unchanged.

RECOMMENDATION:
Approve Amendment No. 1 to the Keenan & Associates Agreement for the Property and Casualty Claims Administration Services, increasing the compensation rates for the fiscal year 2024-25.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☒ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATED TBD (Amount)	General (Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

DocuSign Envelope ID: 875FD5C8-831E-412D-BA38-111866FF9E2D

AMENDMENT No 1 to
PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES AGREEMENT

This Amendment modifies the **Property and Casualty Claims Administration Services Agreement** ("Agreement") effective on **July 1, 2023** by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan").

1. The effective date of this Amendment is **July 1, 2024**.

2. This Amendment amends **Exhibit B Compensation** of the Agreement for the period from **July 1, 2024** through **June 30, 2025** to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

   For the period **July 1, 2024– June 30, 2025**:

V.P./A.V.P./Claims Manager -	$ 108.00 per hour
Senior Claims Examiner -	$ 102.00 per hour
Claims Examiner -	$ 90.00 per hour
Expenses -	45% of hourly billings
Minimum per file charge	One hour

3. All other terms and conditions of the Agreement remain unchanged.

4. Each person signing this Amendment on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

San Ysidro School District			**Keenan & Associates**	
Signature:			**Signature:**	
By:	**Marilyn Adrianzen**		**By:**	**Eric J. Lucas, Esq.**
Title:	**Asst. Supt., Education Leadership**		**Title:**	**Vice President**
Address:	**4350 Otay Mesa Rd** **San Ysidro, CA 92173**		**Address:**	**2355 Crenshaw Blvd., Ste. 200** **Torrance, CA 90501**
Attention:	**Marilyn Adrianzen**		**Attention:**	**Greg Trapp**
Telephone:	619-428-4476		**Telephone:**	
E-mail:	**marilyn.adrianzen@sysdschools.org**		**E-mail:**	**gtrapp@keenan.com**

Board approved:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose Iniguez, Ed.D., Asst. Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL AND RATIFICATION OF PROFESSIONAL SERVICES WORK AUTHORIZATION(S) PURSUANT TO EXISTING MASTER AGREEMENT(S)

BACKGROUND INFORMATION:

Previously, the Board has approved and the District has executed certain "Master Agreements" with professional services providers, including but not limited to architects, engineers, inspectors, and other consultants. These Master Agreements were entered into after appropriate request for qualifications and/or request for proposals ("RFQ/P") solicitations through which multiple proposals were solicited. Pursuant to the Master Agreements currently in place, the individual professional services providers (collectively "Professionals") are not assigned any specific scope of work/services and/or entitled to any compensation, unless and until the District approves a written work authorization ("Work Authorization"). Each such Work Authorization sets forth in writing the particular scope of work/services, compensation, deliverables, schedule and any other project specifics applicable to each Professional consistent with the original RFQ/Ps. Accordingly, the purpose of this Agenda Item is to permit the Board to review and consider approval of the following specific Work Authorization(s) with the Professional(s) listed below:

1. **Work Authorization No. 2** to the Master Agreement with **Quality Control Consultants Inc.,** for DSA Inspection Services was originally executed on or about September 7, 2023. This Work Authorization is for the **Artificial Turf Replacement Project** at **Sunset Elementary School** in the amount of **$3,200.00.** Services will be paid from the **Measure T G.O. Bond funds.** The Work Authorization was executed by Staff pursuant to previously delegated authority.

2. **Work Authorization No. 5** to the Master Agreement with **Ninyo and Moore** for Materials Testing was originally executed on or about September 7, 2023. This Work Authorization is for the **Classroom Remodel Project** at **Ocean View Hills Elementary** in the amount of **$3,079.40.** Services will be paid from **Developer Fees.** The Work Authorization was executed by Staff pursuant to previously delegated authority.

3. **Work Authorization No. 6** to the Master Agreement with **Ninyo and Moore** for Materials Testing was originally executed on or about September 7, 2023. This Work Authorization is for the **Relocatables Project** at **Ocean View Hills Elementary** in the amount of **$7,967.00.** Services will be paid from **Developer Fees.** The Work Authorization was executed by Staff pursuant to previously delegated authority.

4. **Work Authorization No. 7** to the Master Agreement with **Ninyo and Moore** for Materials Testing was originally executed in or about September 7, 2023. This Work Authorization is for the **Artificial Turf Replacement Project** at **Sunset Elementary School** in the amount of **$3,321.20.** Services will be paid from the **Measure T G.O. Bond funds.** The Work Authorization was executed by Staff pursuant to previously delegated.

RECOMMENDATION:

Approve/Ratify the Work Authorization(s) above for the total amount of $17,567.60.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-24 and 2024-25 Budgets?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$17,567.60	G.O. Bonds (T-2139) and Developer Fees (2318)	
(Amount)	(Name of funding source and/or location)	

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Work Authorization (WA) Form

Artificial Turf Replacement Project - Sunset Elementary School

San Ysidro School District

Firm	Quality Control Consultants, Inc.	**WA#**	**02**
Attn:	David Archinal	**Contract #**	2309-10
Requestor	Dr. Jose Iniguez via Khary Knowles	**Date Requested**	June 20, 2024
Due By	June 21, 2024	**Deliverables (Y/N)**	Y

HISTORICAL INFORMATION

A Master Agreement for DSA Inspection Services was approved by the San Ysidro School Board on September 6, 2023 and the contract with Quality Control Consultants Inc., was executed on or about September 7, 2023.

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Task 1: Provide DSA Project Inspection Services for the Artificial Turf Replacement Project at Sunset Elementary School.	Start: 06/21/2024 Deliverables Due: 07/26/2024

Cost/Payment Schedule

Task 1:	Authorized Cost
Tasks 1: (Reference above)	$3,200.00
Total for WA #02:	**$3,200.00**

TOTAL MAXIMUM AUTHORIZED COST: ***$3,200.00***

Request Details

As per proposal dated *June 4, 2024* attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-10 for DSA Inspection Services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: David M. Archinal (signature)

Date: 6/14/24

Print Name: David Archinal/Title: President

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

Work Authorization (WA) Form

Artificial Turf Replacement Project - Sunset Elementary School

San Ysidro School District

Firm	Ninyo and Moore	**WA#**	**07**
Attn:	Jeffrey Kent	**Contract #**	2309-02
Requestor	Dr. Jose Iniguez via Khary Knowles	**Date Requested**	June 20, 2024
Due By	June 21, 2024	**Deliverables (Y/N)**	Y

HISTORICAL INFORMATION

A Master Agreement for Geotech and Materials Testing Services was approved by the San Ysidro School Board on September 6, 2023 and the contract with Ninyo and Moore was executed on or about September 7, 2023.

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Task 1: Provide Geotech and Materials Testing Services for the Artificial Turf Replacement at Sunset Elementary	Start: 06/21/2024 Deliverables Due: 07/26/2024

Cost/Payment Schedule

Task 1:	Authorized Cost
Tasks 1: (Reference above)	$3,321.20
Total for WA #07:	**$3,321.20**

TOTAL MAXIMUM AUTHORIZED COST: ***$3,321.20***

Request Details

As per proposal dated *June 4, 2024* attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-02 for Geotech and Materials Testing.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: _____ (signature)

Date: 6/14/2024

Print Name: Jeffrey T. Kent, PE, GE /Title: Principal Engineer

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

Work Authorization (WA) Form
Relocatables Project - Ocean View Hills School
San Ysidro School District

Firm	Ninyo and Moore	**WA#**	**06**
Attn:	Jeffrey Kent	**Contract #**	2309-02
Requestor	Dr. Jose Iniguez via Khary Knowles	**Date Requested**	June 20, 2024
Due By	June 21, 2024	**Deliverables (Y/N)**	Y

HISTORICAL INFORMATION

A Master Agreement for Geotech and Materials Testing Services was approved by the San Ysidro School Board on September 6, 2023 and the contract with Ninyo and Moore was executed on or about September 7, 2023.

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Task 1: Provide Materials Testing Services for the Relocatables Project at the Ocean View Hills School.	Start: 06/21/2024 Deliverables Due: 07/26/2024

Cost/Payment Schedule

Task 1:	Authorized Cost
Task 1: (Reference above)	$ 7,967.00
Total for WA #06:	**$7,967.00**

TOTAL MAXIMUM AUTHORIZED COST: ***$7,967.00***

Request Details

As per proposal dated *June 4, 2024* attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-02 for Geotech and Materials Testing Services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: _____ (signature)

Date: 6/14/2024

Print Name: Jeffrey T. Kent, PE, GE /Title: Principal Engineer

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

Work Authorization (WA) Form
Classroom Remodel Project - Ocean View Hills School
San Ysidro School District

Firm	Ninyo and Moore	**WA#**	**05**
Attn:	Jeffrey Kent	**Contract #**	2309-02
Requestor	Dr. Jose Iniguez via Khary Knowles	**Date Requested**	June 20, 2024
Due By	June 21, 2024	**Deliverables (Y/N)**	Y

HISTORICAL INFORMATION

A Master Agreement for Geotech and Materials Testing Services was approved by the San Ysidro School Board on September 6, 2023 and the contract with Ninyo and Moore was executed on or about September 7, 2023.

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
Task 1: Provide Materials Testing Services for the Classroom Remodel Project at Ocean View Hills School.	Start: 06/21/2024 Deliverables Due: 07/26/2024

Cost/Payment Schedule

Task 1:	Authorized Cost
Task 1: (Reference above)	$ 3,079.40
Total for WA #05:	**$3,079.40**

TOTAL MAXIMUM AUTHORIZED COST: ***$3,079.40***

Request Details

As per proposal dated *June 4, 2024* attached and incorporated herewith.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-02 for Geotech and Materials Testing Services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: _____ (signature)

Date: 6/14/2024

Print Name: Jeffrey T. Kent, PE, GE /Title: Principal Engineer

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose F. Iniguez, Ed.D.
Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE SOFTWARE SERVICES AGREEMENT FOR SECURE BIDS[SM] SOFTWARE SERVICES WITH COLBI TECHNOLOGIES, INC.

BACKGROUND INFORMATION:
On July 13, 2023, the Governing Board approved the Master Agreement with COLBI Technologies, Inc. ("Agreement") to provide for Secure Bids[SM] software services for the online submission of bids, proposals or other responses.

Pursuant to the Software Services Agreement, the District is now requesting Amendment No. 1 to continue all support and expertise and renew the software license for Secure Bids[SM] software, provided by COLBI Technologies, Inc. for the 2024/25 fiscal year at the following rate:

Description	*Total Amount for Fiscal 2024/25*
Secure Bids[SM] Software and Software Services	$3,500.00

RECOMMENDATION:
Approve Amendment No. 1 to the Software Services Agreement for Secure Bids [SM] Software Services with COLBI Technologies, Inc. in the amount of $3,500.00 to continue to provide software services for the online submission of bids, proposals or other responses for the 2024-2025 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,500.00	Measure T G.O. Bond Funds (Fund 2139)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

FIRST AMENDMENT
TO
SOFTWARE SERVICES AGREEMENT
FOR
SECURE BIDS[SM]

This FIRST AMENDMENT ("First Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **COLBI TECHNOLOGIES, INC.** (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on or about July 17, 2023, District and Consultant entered into an Agreement whereby Consultant was to provide Secure Bids[SM] software as a service; and

WHEREAS, it is necessary to amend said Agreement, on or about **June 21, 2024**, to authorize the **renewal of the software license for Secure Bids[SM] software services** and to provide authorization for the payment of such services for the 2024/25 fiscal year;

NOW THEREFORE, District and Consultant agree as follows:

Description	***Total Amount for Fiscal Year 2024/2025***
Secure Bids[SM] Software Services	$3,500.00
TOTAL AMOUNT	**$3,500.00**

This Amendment shall only be effective upon the execution by both the District and Contractor.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Contract shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Amendment to the Contract for Account-Ability Services, as of the month, day and year of the final signature below.

SAN YSIDRO SCHOOL DISTRICT

Date:_____

By:_____

Name: Marilyn Adrianzen

Title: Chief Business Official

COLBI TECHNOLOGIES, INC.

Date: June 17, 2024

By: Jon Patterson

Name: Jon Patterson

Title: Division Director Business Services

Board approved date:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose F. Iniguez, Ed.D.
Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH COLBI TECHNOLOGIES, INC. FOR FACILITIES PROGRAM AND PROJECT MANAGEMENT SUPPORT

BACKGROUND INFORMATION:

On April 15, 2022, the Governing Board approved the Software Services Agreement with COLBI Technologies, Inc. ("Agreement") to provide for the Account-Ability [SM] software services. The contract was later amended to include software support for the district's business processes and Facilities Assistance Services Team (FAST) services to provide expert support for capital facilities projects throughout the district.

The District would like to continue receiving support and expertise from COLBI Technologies, Inc., for the 2024-25 fiscal year. Staff recommends creating a new Professional Services Agreement separate from the software services agreement for the FAST services.

Description	*Total Amount for Fiscal 2024/25*
FAST Services	$600,000.00
TOTAL Not-to-Exceed AMOUNT	**$600,000.00**

RECOMMENDATION:

Approve the agreement with COLBI Technologies, Inc. for $600,000.00 to provide program management support services for the capital facilities and maintenance projects by the Facilities Assistance Services Team (FAST) for FY 2024-2025. Cost implications will be paid from General Obligation Bonds, Developer Fees, 2021 Certificates of Participation (COPs) Refunding, and General Routine Restricted Maintenance Account funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$600,000.00	G.O. Bonds, Developer Fees, 2021 COPs Refunding, and General RRMA Fund.
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SAN YSIDRO SCHOOL DISTRICT AND COLBI TECHNOLOGIES, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **1st** day of **July**, 20**24**, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **COLBI TECHNOLOGIES, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for the **San Ysidro School District Facilities Program Project** (the "**Project**").

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue for a maximum of five (5) years and until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not

limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant and that of its consultants and subcontractors shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability:* Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability*: as required by the State of California.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate; and (5) *Sexual Abuse and Molestation Liability*: Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. This insurance shall be endorsed to include contractual liability and maintained for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section.

e. Sexual Abuse and Molestation Liability. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions**.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Colbi Technologies, Inc.
12841 Newport Avenue
Tustin, CA 92780

Attn: Jon Patterson, Division Director of Business Services
JPatterson@ColbiTech.com

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173

Attn: Dr. Jose F. Iniguez, Ed D., Assistant Superintendent
Jose.Iniguez@SYSDSchools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq*. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT	**COLBI TECHNOLOGIES, INC.**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Attest:	**Attest:**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Board Approved: _____	_____
	Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES
`

Consultant shall provide Facilities Program Management support services for the District's capital facilities projects. Funding sources for the capital facilities projects include: General Obligation Bonds, Developer Fees, and 2021 Certificates of Participation (COPs) Refunding. General program management support services include assistance with strategic planning, management and oversight of the Facilities Program, including initial development, tracking, monitoring, advising and reporting of:

- Scope: Facilities projects encompassing all phases from inception and planning to completion and close-out within the confines of the language of each related funding source and priority needs of the District.
- Schedule: Master Program schedule of groups of projects and planning-level milestone schedules of individual projects in alignment with the industry standards, agency rules and regulations, and the District's educational needs.
- Budget/Cost Controls: Program costs including budgets and expenditures for projects including, but not limited to, Site, Planning, Construction, Furniture & Equipment, and Contingency.
- Procurement: Process of obtaining and securing goods, services, and works required for the successful completion of projects, including determining the most applicable construction delivery methods through pros, cons and regulatory evaluation and selecting the best option/value for the District.
- Communications: Information and documentation related to the Facilities Program and/or Facilities Projects for the District, its partners, and its constituents.
- Funding sources: Funds allocated to pay for Facilities projects.
- Program/Project Partners: Related parties to the Facilities Program such as the Board of Education, community, regulatory agencies, consultants, architects, and contractors.

Consultant shall provide Facilities Project Management support services for the District's maintenance projects, on an as-needed basis. The funding source for the maintenance projects is General Fund: Routine Restricted Maintenance Account (RRMA).

Consultant's fee shall be approximately allocated per funding source as follows:

- General Obligation Bonds: 85%
- Developer Fees: 5%
- Certificates of Participation: 5%
- General Fund: 5%.

Program and Project Management support services shall be primarily performed by the Consultant's Facilities Assistance Services Team (FAST).

END OF EXHIBIT "A"

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee is not-to-exceed **Six hundred thousand** Dollars ($**600,000.00**) for Fiscal Year 2024-2025, ending on June 30, 2025. Work is to be billed on a monthly, time-and-materials basis.

Hourly rates of professional services and extra services will be provided as listed below.

Title	**Hourly Rate**	**Name (if applicable)**
Division Director	$225	Jon Patterson
Program Director	$185	Khary S. Knowles
Project Manager	$175	Ken Mueller or as applicable
Procurement Specialist	$190	Joanne Branch, Leeann Errotabere
Fiscal Support	$140	As applicable
Administrative	$90	Amy Moore

Hourly rates are subject to change on an annual basis on or following January 1 of each calendar year upon written approval by both Parties.

Sub-consultants shall be allowed a mark-up not-to-exceed five percent (5%) upon written approval by both Parties.

END OF EXHIBIT "B"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D., Superintendent

FROM:
Jose Iniguez, Ed.D.,
Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VITAL INSPECTION SERVICES, INC.

BACKGROUND INFORMATION:
In September 2023, Staff developed a Request for Qualifications ("RFQ") to provide Professional Services to the District on an "as needed basis". The RFQ, #2307, received responses, and Vital Inspection Services Inc., was approved as a vendor by the governing board of education in September 2023.

District Staff sent out a Request for Proposals for Project Inspectors for the Two (2) Relocatables Project at Ocean View Hills School and received three (3) response proposals. Staff is recommending Vital Inspection Services Inc. to provide best value Project Inspector services in the amount of $15,400.00.

District Staff sent out a Request for Proposals for Project Inspectors for the TK Classroom Remodel Project at Ocean View Hills School and received three (3) response proposals. Staff is recommending Vital Inspection Services Inc. to provide best value Project Inspector services in the amount of $6,160.00.

RECOMMENDATION:
Approve the agreement with Vital Inspection Services Inc. to provide Project Inspector Services for $15,400.00 for the Two (2) Relocatables Project and $6,160.00 for the TK Classroom Remodel Project at Ocean View Hills School on a Time-and-Materials, Not-To-Exceed basis through July 26, 2024. Developer Fee funds will be used for these projects.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-2024 and 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$21,560.00	Developer Fee Funds (2518)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICES INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **21st day of June, 2024**, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **VITAL INSPECTION SERVICES, INC**. ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for **DSA Project Inspector services** for the following Projects at **Ocean View Hills School (collectively, "Project"):**

(a) The **Relocatables Project** which includes the installation of two (2) relocatable buildings, and

(b) The **Classroom Remodel Project** which includes the conversion of a Science classroom into a Universal Transitional Kindergarten classroom.

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess,

shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement

on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during

normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions**.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

VITAL INSPECTION SERVICES, INC.
711 Center Dr. Suite #105-1005
San Marcos, CA 92069
(888) 613-7227

Attn: Philip Barragan
Philip@Vinspection.net

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173
(619) 428-4476

Attn: Jose F. Iniguez, Ed.D
Jose.Iniguez@sysdschools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this

Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the

Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq*. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements

may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest:

By: _____
Name: _____
Title: _____

SYSD Board approved:

VITAL INSPECTION SERVICES INC.

By: _____
Name: Philip Barragan
Title: President, Vital Inspection Services, Inc.

Attest:

By: _____
Name: _____
Title: _____

11-3833108
Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES
`

Project Inspector services are to be provided per Title 24, DSA Standards as the Authorities Having Jurisdiction (AHJ) for unified school districts in California. VIS, Inc. agrees to provide DSA inspection of the Project work for compliance with approved contract documents. Project Inspector services as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 through 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:

1. Coordination with AHJ's including SFM, Health Dept. County and Design Engineers.
2. Coordination with Campus Staff and Facilities as needed.
3. Coordination with Lab of Record for Materials and Testing.
4. Enforcement and observation of plans and specifications per Title 24 and State regulations.
5. Project Inspector will track and document work that is observed.
6. Project Inspector will also attend project meetings as required.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed: Twenty-One Thousand Five Hundred Sixty Dollars ($21,560.00). Work is to be billed on a time and materials basis. All work shall be billed based on a monthly basis according to the following rate schedule.

1. OVH: 2 Relocatables Project from 6/6/24 – 7/26/24 = 7 weeks @ 20 hours/week = 140 hours
2. OVH: UTK Remodel Project from 6/6/24 – 7/26/24 = 7 weeks @ 8 hours/week = 56 hours

Description of Service	Estimated Hours	Hourly Rate	Total
DSA PI Services - OVH 2 Relocatables	140 hrs.	$110.00	$15,400.00
NON-DSA PI Services - OVH TK Conversion	56 hrs.	$110.00	$6,160.00

Project Notes: Project duration is approximately 7 weeks starting on June 6th, 2024 thru July 26th, 2024. VIS anticipates Full-time Inspection Services are needed. Estimated hours and minimums are contingent on the same Project Inspector completing both projects.

Owner/Client agree to the following:

1. Contracted Client agrees to pay VIS, Inc. the cost of Project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice.
2. Safe access to the Construction Site and areas for Inspection.
3. Provide electronic copy of approved stamped drawings.
4. Provide office space for PI to review plans, utility lines, and perform required duties. Desk, Chair, Wi-fi, shelves for code books and a plan reading table. Trailers and restrooms shall be reimbursable plus 10%, if necessary.

Reimbursements: Client agrees to pay for the following Reimbursable expenses:

1. Blueprints and other reproductions.
2. Photos, film, and laser prints.
3. Parking Permits or Passes.
4. Any fees advanced on behalf of Client subject to 10% surcharge.
5. Any out-of-pocket expenses on behalf of Client.

Budget Cost Analysis

Though we have included a budgetary cost estimate for our services, estimate is not intended to be lump sums or guaranteed costs. This estimate is a time and material basis, and the final cost will vary based on the actual hours served for the project. Also, it does not account for overtime and are contingent upon the phasing of the project and progress of construction.

Terms & Conditions

1. Proposal is good for 60 days.
2. All Invoices are due 30 days from being received.
3. Any services that VIS is requested to Sub-Contract or coordinate is subject to a 7% - 10% surcharge.
4. Four-hour minimum applies to all site visits. 4-Hour Minimum: 1 to 4 hours. 6-Hour Minimum: 4 to 6 hours. 8-Hour Minimum: Over 6 to 8 hours.
5. Normal Hours: Normal hours are noted as 8 hours Monday through Friday excluding Holidays.
6. Overtime Rates = Time and half the hourly rate. First 4 hours' overtime of the Normal hours Monday through Friday and all-day Saturday excluding Holidays.
7. Double Overtime Rates = Double the normal hourly rate. All hours over 12 hours Monday through Saturday, all day on Sunday and Holidays.
8. Rates are subject to industry standard annual increase of a minimum of 3%.
9. Rates are negotiable.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D. Superintendent

FROM:
Jose Iniguez, Ed.D,
Assistant Superintendent of Admin.
Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH VITAL INSPECTION SERVICES, INC.

BACKGROUND INFORMATION:
In September 2023, Staff developed a Request for Qualifications ("RFQ") to provide Professional Services to the District on an "as needed basis". The RFQ, #2307, received responses, and Vital Inspection Services Inc., was approved as a vendor by the Governing Board of Education in September 2023.

The District has sent out a Request for Proposals for Project Inspectors for the **Security Fence and Entry Project** at **Willow Elementary School.** The District received one (1) proposal from **Vital Inspection Services Inc.,** in the amount of **$64,680.00**, and the District feels this proposal offers the best total value for the Project.

Staff is requesting approval by the Board of this Agreement for the Security Fencing Project at Willow Elementary School.

RECOMMENDATION:
Approve the agreement with Vital Inspection Services Inc. to provide Project Inspector Services for $64,680.00 for the Security Fence and Enry Project at Willow School on a Time-and-Materials, Not-To-Exceed basis through October 31, 2024. G.O. Bonds Measure funds will be used for this project.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-24 and 2024-25 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$64,680.00	MEASURE T, G.O. BOND FUNDS (2139)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICES INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this **21st day of June, 2024**, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **VITAL INSPECTION SERVICES, INC**. ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for **DSA Project Inspector services for the Security Fencing Project at Willow Elementary School.** (the "**Project**").

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor

to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions**.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

VITAL INSPECTION SERVICES, INC.
711 Center Dr. Suite #105-1005
San Marcos, CA 92069
(888) 613-7227

Attn: Philip Barragan
Philip@Vinspection.net

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173
(619) 428-4476

Attn: Jose F. Iniguez, Ed.D
Jose.Iniguez@sysdschools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this

Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the

Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq*. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements

may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT	**VITAL INSPECTION SERVICES, INC.**
By: _____	By: _____
Name: Marilyn Adrianzen	Name: Philip Barragan
Title: Chief Business Official	Title: President, Vital Inspection Services, Inc.
Attest:	Attest:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
SYSD Board approved: _____	11-3833108 Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES
`

Project Inspector services are to be provided per Title 24, DSA Standards as the Authorities Having Jurisdiction (AHJ) for unified school districts in California. VIS, Inc. agrees to provide DSA inspection of the Project work for compliance with approved contract documents. Project Inspector services as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 through 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:

1. Coordination with AHJ's including SFM, Health Dept. County and Design Engineers.
2. Coordination with Campus Staff and Facilities as needed.
3. Coordination with Lab of Record for Materials and Testing.
4. Enforcement and observation of plans and specifications per Title 24 and State regulations.
5. Project Inspector will track and document work that is observed.
6. Project Inspector will also attend project meetings as required.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed: **Sixty-Four Thousand Six Hundred Eighty Dollars ($64,680.00)**. Work is to be billed on a time and materials basis. All work shall be billed based on a monthly basis according to the following rate schedule.

Schedule: Beginning **6/21/24 for 21 weeks** @ 28 hours/week = 588 hours (Part-time support)

Hourly Rate: $110.00

Owner/District agree to the following:

1. Contracted District agrees to pay VIS, Inc. the cost of Project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice.
2. Safe access to the Construction Site and areas for Inspection.
3. Provide electronic copy of approved stamped drawings.
4. Provide office space for PI to review plans, utility lines, and perform required duties. Desk, Chair, Wi-fi, shelves for code books and a plan reading table. Trailers and restrooms shall be reimbursable plus 10%, if necessary.

Reimbursements: District agrees to pay for the following Reimbursable expenses with prior written consent by the District.

Budget Cost Analysis

Though we have included a budgetary cost estimate for our services, estimate is not intended to be lump sums or guaranteed costs. This estimate is a time and material basis, and the final cost will vary based on the actual hours served for the project. Also, it does not account for overtime and are contingent upon the phasing of the project and progress of construction.

Terms & Conditions

1. Proposal is good for 60 days.
2. All Invoices are due 30 days from being received.
3. Any services that VIS is requested to Sub-Contract or coordinate is subject to a 7% - 10% surcharge.
4. Four-hour minimum applies to all site visits. 4-Hour Minimum: 1 to 4 hours. 6-Hour Minimum: 4 to 6 hours. 8-Hour Minimum: Over 6 to 8 hours.
5. Normal Hours: Normal hours are noted as 8 hours Monday through Friday excluding Holidays.

6. Overtime Rates = Time and half the hourly rate. First 4 hours' overtime of the Normal hours Monday through Friday and all-day Saturday excluding Holidays.
7. Double Overtime Rates = Double the normal hourly rate. All hours over 12 hours Monday through Saturday, all day on Sunday and Holidays.
8. Rates are subject to industry standard annual increase of a minimum of 3%.
9. Rates are negotiable.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose Iniguez, Ed.D.
Assistant Superintendent of Admin.
Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TWINING CONSULTING, INC.

BACKGROUND INFORMATION:
In September 2023, Staff developed a Request for Qualifications ("RFQ") to provide Professional Services to the District on an "as needed basis". The RFQ, #2307, received responses, and Twining Consulting Inc., was approved as a vendor by the Governing Board of Education in September 2023.

The District has sent out a Request for Proposals for Materials Testing for the Security Fence and Entry Project at Willow Elementary School. The District received four (4) proposals and chose Twining Consulting, Inc., in the amount of $25,950.00, as the proposal offers the best total value for the Project.

Staff is requesting approval by the Board of this Agreement for the Security Fencing Project at Willow Elementary School.

RECOMMENDATION:
Approve the agreement with Twining Consulting, Inc. to provide Materials Testing Services for the Security Fence and Entry Project at Willow Elementary School for $25,950.00 on a Time-and-Materials, Not-To-Exceed basis through October 31, 2024. General Obligation Bonds Measure T funds will be used for these services.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2023-24 and 2024-25 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No ☐ N/A	

$25,950.00	MEASURE T, G.O. BOND FUNDS (2139)
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
TWINING CONSULTING, INC.

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this 21st day of June, 2024, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **TWINING CONSULTING, INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for the **Security Fence and Entry Project** at **Willow Elementary School** (the "**Project**").

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term**. The term of this Agreement shall be from the date first written above and shall continue until DISTRICT's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not

limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the DISTRICT to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or

borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its governing board, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(v) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate

to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Payment of Compensation. Consultant shall submit to DISTRICT an itemized statement which indicates work completed and hours of Services rendered by Consultant. DISTRICT shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions**.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the

DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Twining Consulting, Inc.
15950 Bernardo Center Drive, Suite J
San Diego, CA 92127
(619) 787-9840

Attn: Stacy Williams
swilliams@Twininginc.com

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro, CA 92173

Attn: Jose F. Iniguez, Ed.D.
Jose.Iniguez@SYSDSchools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the DISTRICT, its officials officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be

Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq*. prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the

exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

(o) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(q) Conflict of Interest. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their **authorized officers as of the day, month and year first written above.**

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: Marilyn Adrianzen
Title: Chief Business Official

Attest:

By: _____
Name: _____
Title: _____

Board Approved: _____

TWINING CONSULTING, INC.

By: _____
Name: **Benito Caban**

Title: **President**

Attest:

By: _____
Name: _____
Title: _____

33-0820000
Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES
`

Provide special inspections and materials testing Security Fence and Entry Project at Willow Elementary School. The Project generally consists of the construction of:

- Modernization of entry lobby area in the Administration Building, and
- Demolition of existing and installation of new decorative steel and chain-link fences campus-wide.

Consultant will provide only those services that fall within the professional expertise of Consultant. Where required by the governing agency, Consultant's services will be provided under the general direction of a California Registered Civil Engineer and in accordance with the standards promulgated by that agency.

Consultant will timely submit to the Client reports of inspections and laboratory tests, including, where applicable, an opinion as to whether the inspections and laboratory tests yielded results that are in compliance with the applicable project specifications and codes governing the Project.

Field tests will be performed by Consultant in such a manner that interested parties may witness the tests.

Consultant will not be obligated to perform services that fall outside its professional expertise, nor will it be obligated to perform services that are contrary to its exercise of sound professional judgment.

Consultant shall have no authority over any of the Project's contractors with respect to the contractors' means, methods, techniques, sequences, or procedures. Services provided by Consultant shall in no way relieve the contractors of their responsibilities to perform work in accordance with applicable laws and with the Project plans and specifications.

Consultant shall have no authority to alter any requirement of the Project plans and specifications, nor to approve, accept, or reject any portion of the contractors' work on behalf of the Client. Consultant shall have no authority to reject or stop the progress of the contractors' work.

If client requests Consultant to perform any services on the Project not included within the Scope of Services, Client agrees to place such request in writing. Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the degree of skill and care customarily exercised by other providers of similar professional services operating under similar conditions. No other representation and no warranty is expressed or implied in connection with the

performance of any services by Consultant and in no event will Consultant be responsible for damages due to delays beyond Consultant's reasonable control.

Consultant shall have the right to suspend or discontinue services on the Project without further liability in the event that any invoice tendered by Consultant becomes past due by more than 30 days.

CLIENT OBLIGATIONS

Client shall provide Consultant with all Project Documents, plans, specifications, addenda, approved shop drawings, and other Project documents necessary for Consultant to perform its services.

Client shall direct the contractor to:

- Provide adequate space at the Project site for Consultant to park its vehicles and perform its services.
- Secure and deliver to Consultant, without cost to Consultant, representative samples of materials that contractor proposes to install on the Project, along with relevant data concerning the materials.
- Stop the work at appropriate times to allow Consultant the opportunity to sample construction materials.
- Furnish, without cost to Consultant, casual labor to facilitate sample procurement and storage.
- Provide, without cost to Consultant, adequate space at the Project for secure storage of Consultant test equipment, and a proper curing facility for test samples

Client shall provide Preliminary Notice and credit information as required by Consultant, prior to Consultant's performance any services.

Note: Assembly Bill 5 (AB-5) is a new California Law that governs certain employers and their Independent Contractors. Consultant field inspection personnel are Independent Contractors and not considered employees of Consultant. Should it be determined by the State of California that licensed Special/Deputy Inspectors are not exempt from the Employer/IC waiver, it will be necessary to increase the quoted hourly rates by $30.00/hour.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed: **Twenty-Five Thousand, Nine Hundred Fifty Dollars ($25,950.00)** based from the following Estimated Budget schedule.

Project Name: Willow Elementary School Security Project
Proposal No: 24-1131
Date: Revised June 21st, 2024

Estimated Budget for Special Inspections and Material Testing Services

Twining Consulting, San Diego
Stacy Williams
619-787-9840

Description of Work	*Details*	*Units*		*Unit Rates*	*Total*
DIVISION 3: CONCRETE					
Special Inspector - Reinforced Concrete/ Concrete Quality Control (ACI Technician)	Rebar Placement/Foundations/Footings	64	Hours	$ 120.00	$ 7,680.00
Special Inspector - Post Installed Anchors	Anchors and Embeds	40	Hours	$ 120.00	$ 4,800.00
Batch Plant Quality Control	Eliminated per DSA 103		Hours	$ 120.00	$ -
Tensile Test: # 11 or Smaller	Rebar/Threaded Rods	2	Tests	$ 70.00	$ 140.00
Bend Test: # 11 or Smaller	Rebar/Threaded Rods	2	Tests	$ 70.00	$ 140.00
Sampling and Tagging of Reinforcing Steel	Assume Fabricator is Local to Southern California	8	Hours	$ 120.00	$ 960.00
Compression Strength Cylinders	Includes Pickup and Reporting (Pickup Waived)	20	Tests	$ 40.00	$ 800.00
				SUB-TOTAL	**$ 14,520.00**
DIVISION 5: METAL					
Shop Fabrication					
Special Inspector - Structural Steel	Material Identification and Fabrication; Assume Shop Local to Southern California	24	Hours	$ 120.00	$ 2,880.00
Field					
Special Inspector - Structural Steel Welding and Bolting	Welding of Gates and Fencing	64	Hours	$ 120.00	$ 7,680.00
Nondestructive Testing Technician	*Not Required per DSA 103*		Hours	$ 125.00	$ -
				SUB-TOTAL	**$ 10,560.00**
PROJECT ENGINEERING					
Project Engineer	*Mix Design Review/DSA Box Reporting/As Needed Project Support*	6	Hours	$ 145.00	$ 870.00
				SUB-TOTAL	**$ 870.00**

REMARKS: This proposal is based on the plans provided titled, "04-122062_DWG_" and the DSA 103 Sheet numbered 04-122062 with a stamp date of 10/18/2023. Please note a construction schedule was not available at the time of our proposal preparation and we have made certain assumptions as it pertains to the durations and quantities based on our experience on projects similar in scope and magnitude. Our services are billed on a time and material basis. Our services will be provided during Monday to Friday and for 8 hours a day, no overtime allowance was calculated as a part of our budget estimate. See attached schedule of fees for additional terms and conditions

Estimated Grand Total $ 25,950.00

Work is to be billed on a time and materials basis. All work shall be billed based on a monthly basis according to the following rate schedule and General Conditions (6 pages).

TWINING CONSULTING

Schedule Of Fees 2023-2024 (Prevailing Wage)

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering And Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 145.00
10001	Principal Engineer/Geologist	$ 145.00
10017	Metallurgical Engineer	$ 370.00
70000	Registered Geotechnical Engineer	$ 265.00
10010	Technical Advisor	$ 245.00
10011	Material Scientist, Welding/NDT Consultant	$ 260.00
70003	Registered Geologist/Certified Engineering Geologist	$ 145.00
10003	Senior Engineer/Geologist	$ 145.00
10009	Registered Civil Engineer	$ 120.00
60003	Roofing/Waterproofing Consultant	$ 250.00
10013	Project Engineer/Manager	$ 135.00
30000	Quality Control Manager	$ 220.00
10005	Senior Staff Engineer/Geologist	$ 145.00
10007	Staff Engineer/Geologist	$ 195.00
10015	Quality Control Administrator	$ 195.00
10019	Metallurgical Technician	$ 165.00
90001	CADD Operator/Draftsperson	$ 150.00
95103	Administrative Support	$ 98.00
70107	Field Supervisor	$ 185.00
91030	Safety Supervisor	$ 185.00
20000	Laboratory Manager	$ 170.00
98000	Laboratory Technician	$ 145.00
90005	Expert Witness Testimony	$ 600.00
91010	Qualified SWPPP Developer	$ 205.00
91000	Qualified SWPPP Practitioner	$ 195.00
30001	Vibration Engineer	$ 225.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 113.00
10103	Prestressed/Post Tensioned Inspector	$ 113.00
10105	Concrete ICC Inspector	$ 113.00
10109	Drilled-In-Anchor Inspector	$ 113.00
10111	Gunite/Shotcrete Inspector	$ 113.00
10113	Masonry Inspector	$ 113.00
10201	Structural Steel/Welding Inspector	$ 113.00
10203	AWS Certified Welding Inspector	$ 113.00
10207	Fireproofing Inspector	$ 113.00
10501	Lead Inspector	$ 113.00
10115	Firestop Special Inspector - IFC Premier	$ 155.00
10117	Firestop Special Inspector - ICC	$ 145.00
70109	L.A. Deputy Grading Inspector	$ 145.00
75001	Asphalt Field and Plant Inspector/Technician	$ 113.00
70103	Pile Driving Inspector	$ 113.00
70101	Soils Technician	$ 113.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 113.00
10122	Wood Framing Inspector	$ 113.00
60001	Roofing/Waterproofing Inspector	$ 145.00
10500	Public Works Inspector	$ 150.00
10515	Mechanical Inspector	$ 160.00
10519	Electrical Inspector	$ 160.00
10521	Plumbing Inspector	$ 160.00
10523	Building Inspector	$ 160.00
30002	Vibration Monitoring Technician	$ 155.00
50003	Field Engineering Technician	$ 113.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 113.00
10309	Batch Plant Quality Control Technician/Inspector	$ 113.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 134.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 120.00
10403	NDE Magnetic Particle Testing Technician	$ 120.00
10405	NDE Dye Penetrant Testing Technician	$ 120.00
10305	Combination NDE Technician/Welding Inspector	$ 120.00
10409	Radiographic Testing (Crew Of 2)	$ 380.00
10020	NDE Engineer	$ 245.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 48.00
95309	Torque Wrench, Small	$ 20.00
95312	Torque Wrench, Large	$ 30.00
95315	Torque Multiplier	$ 45.00
95321	Air Meter	$ 35.00
95322	Unit Weight Bucket	$ 26.00
95323	Field Concrete Scale	$ 35.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted), Continued	Rate
95324	2" x 2" x 2" Mold	$ 24.00
95343	Nuclear Gauge (Per Hour)	$ 12.00
95319	Sand Cone Density Test Equipment	$ 57.00
95333	Pull Test Equipment	$ 70.00
95348	Concrete/Asphalt Coring Equipment	$ 680.00
95336	Floor Flatness (Dipstick)	$ 60.00
95330	Schmidt Hammer	$ 75.00
95341	Vapor Emission Test Kits	$ 55.00
95342	Relative Humidity Probe	$ 85.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 400.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 40.00
95300	A Scan Ultrasonic Equipment And Consumables	$ 95.00
95303	Magnetic Particle Equipment And Consumables	$ 50.00
95306	Liquid Penetrant Consumables	$ 45.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 100.00
95347	Ground Penetrating Radar	$ 380.00
95345	Impact Echo	$ 385.00
95362	Ultrasonic Tomography	$ 500.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	$ 300.00
95356	Infrared Camera	$ 100.00
95357	Project Dedicated Vehicle	$ 180.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	$ 80.00
95367	Half-Cell Potential Equipment Set	$ 385.00
95368	Concrete Electrical Resistivity Meter	$ 180.00
95369	Field Hardness (Steel)	$ 110.00
95370	Coating Thickness Gauge	$ 110.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/ Per Box)	$ 750.00
95371	Temperature Control Curing Box (Per Month)	$ 500.00
95372	Temperature Matching Curing Box (Per Month)	$ 600.00

Task Code	Specimen Pick-Up	Rate
20100	Soil/Aggregate Sample (Each)	waived
20102	Standard Sample: Concrete Cylinders (Each)	waived
20101	Standard Sample: Mortar/Grout Cubes And Cores, Fireproofing, Rebar, And Epoxy Prisms (Each)	waived
20103	Oversize Sample: Masonry Prisms And Shotcrete Panels (Each)	$ 85.00
20104	Oversize Sample: Flexural Beams (Each)	
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 145.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 200.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95360	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex, Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	$ 40.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	$ 40.00
20203	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	$ 100.00
20205	Core Compression Including Trimming (ASTM C42)	$ 90.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 125.00
20209	Splitting Tensile Strength (ASTM C496)	$ 125.00
20211	Modulus Of Elasticity Test (ASTM C469)	$ 325.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	$ 570.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C642)	$ 570.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 900.00
40006	Double Punch Strength Of Fiber Reinforced Concrete	$ 600.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 39, AASHTO T336)	$ 650.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	$ 160.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14651)	$ 900.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	$ 50.00
20157	Coring Of Specimens In Lab (Each)	$ 50.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	$ 90.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	$ 110.00

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Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar		Rate
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$	58.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$	68.00
30219	6" x 6" x 18" Flexural Beams Made And Tested In Laboratory (ASTM C192, C78)	$	140.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C496)	$	140.00
30225	Modulus of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	$	340.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium Or Oven Dry Method (ASTM C567)	$	115.00
30237	Bulk Electrical Resistivity (ASTM C1876)	$	175.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	$	550.00
30203	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	$	320.00
30205	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	$	550.00
30230	Additional Reading, Per Set Of Three Bars	$	60.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	$	50.00
30207	Setting Time Up To 7 Hours (ASTM C403)	$	200.00
30209	Bleeding (ASTM C232)	$	180.00
30229	Concrete Restrained Expansion (ASTM C878)	$	700.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$	600.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1090)	$	600.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C827)	$	850.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Until Cracking Or Up To 28 Days (ASTM 1581)	$	6,200.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	$	1,300.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	$	8,500.00
80198	Laboratory Development of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	$	3,200.00
80199	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up to 5 Testing Ages, ASTM C1074)	$	5,200.00

Task Code	Evaluation of Mixing Water for Concrete		Rate
80246	Evaluation of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	$	1,000.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	$	1,200.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination		Rate
80123	Acid-Soluble Chloride Analysis (ASTM C1152) Includes Sample Prep)	$	125.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	$	150.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	$	2,800.00
80159	Bulk Resistivity (ASTM C1876) And Formation Factor	$	650.00
80204	Chloride Binding Isotherm	$	850.00
80206	Analytical And Experimental (ASTM C1556) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	$	8,000.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	$	8,000.00
80210	Non-Steady State Chloride Migration Coefficient, Nordic Test 492	$	625.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	$	1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) Includes Thin Section, Per Sample	$	2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	$	3,500.00
80222	*W/CM* Determination (NordTest Build 361)	$	1,250.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	$	500.00
80228	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	$	600.00
80232	Electron Microscopy (ASTM C1723)	$	750.00
80234	Paste Carbonation Analysis, Per Sample	$	250.00
80238	Insoluble Residue Analysis (ASTM C1324)		Quotation
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	$	1,250.00

Task Code	Qualification Of Cements		Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$	750.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	$	750.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C806)	$	750.00

Task Code	Qualification Of Cements, Continued		Rate
80195	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$	1,400.00
80106	Partial Analysis Or Specific Physical Tests		Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	$	3,000.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	$	3,300.00
80149	Type 1L Cement (ASTM C595; Excludes Special Properties)	$	1,400.00
80151	Clinker Microscopy, Per Sample	$	850.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement		Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	$	750.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	$	750.00
80146	Partial Analysis Or Specific Physical Tests		Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	$	1,400.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	$	1,400.00
80252	Qualification Of Slag Cement Per Standard Requirements (ASTM C989)	$	1,400.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	$	1,400.00

Task Code	Mass Concrete - Engineering And Testing Services		Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$	8,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$	9,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	$	3,500.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests		Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	$	850.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	$	1,450.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	$	2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	$	2,250.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb.	$	5,900.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb.	$	5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	$	2,000.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb.	$	400.00

Task Code	Soils And Aggregate Tests		Rate
30503	Abrasion: LA Rattler (ASTM C131)	$	225.00
30505	Abrasion: LA Rattler (ASTM C535)	$	235.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	$	175.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	$	750.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	$	750.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	$	3,500.00
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	$	195.00
30403	Clay Lumps And Friable Particles (ASTM C142)	$	225.00
30321	Cleanness Value 1" x #4 (CTM 227)	$	200.00
30322	Cleanness Value 1.5" x .75" (CTM 227)	$	300.00
70393	Collapse Potential/Index (ASTM D5333)	$	225.00
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1633)	$	145.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	$	200.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	$	45.00
70313	Corrosivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$	275.00

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Task Code	Soils And Aggregate Tests, Continued		Rate
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$	195.00
70317	Direct Shear Test Remolded And/Or Residual (ASTM D3080)	$	275.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	$	250.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	$	225.00
70378	Durability Index Per Method - A,B,C, or D (ASTM D3744, CTM 229)	$	250.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$	175.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	$	200.00
30507	Flat And Elongated Particle (ASTM D4791)	$	250.00
30508	Flat Or Elongated Particle (ASTM D4791)	$	225.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 216)	$	205.00
70333	Maximum Density Check Point (ASTM D1557, D698)	$	75.00
70335	Maximum Density AASHTO C [Modified] (AASHTO T-180)	$	205.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	$	375.00
70337	Moisture Content (ASTM D2216, CTM 226)	$	45.00
70339	Moisture and Density Ring Sample (ASTM D2937)	$	45.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	$	50.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	$	295.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	$	375.00
70328	pH Of Soils (ASTM D4972)	$	75.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	$	95.00
30401	Organic Impurities (ASTM C40, CTM 213)	$	100.00
70343	Permeability (ASTM D5084)		Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	$	750.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$	925.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$	975.00
70398	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	$	2,800.00
70399	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	$	3,100.00
70397	Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	$	1,100.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567)	$	1,150.00
70345	R-Value Soil (ASTM 2844, CTM 301)	$	440.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	$	440.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$	155.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$	135.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	$	275.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	$	260.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$	175.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$	140.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	$	250.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	$	250.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	$	450.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	$	130.00
70367	Specific Gravity and Absorption Fine (ASTM C128, CTM 207)	$	175.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	$	150.00
70371	Triaxial		Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$	190.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$	125.00
30319	Voids In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	$	125.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	$	500.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	$	250.00

Task Code	Asphalt Concrete Tests		Rate
75031	HMA Mixing And Preparation	$	155.00
75032	HMA Mixing And Preparation With Aggregate Treatment	$	200.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	$	75.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1188 And CTM 308A)	$	90.00
75040	Emulsion Residue, Evaporation (ASTM D244)	$	180.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	$	175.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	$	250.00
75028	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	$	390.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$	135.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1188, CTM 304, 308)	$	230.00

Task Code	Asphalt Concrete Tests, Continued		Rate
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	$	230.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	$	225.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	$	225.00
75050	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	$	100.00
75052	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	$	100.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	$	190.00
75066	Marshall Stability And Flow, Cored Sample, Each ASTM D6927)	$	95.00
75069	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	$	265.00
75106	Marshall Stability And Flow, Gyratory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	$	265.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	$	265.00
75063	Moisture Content (CTM 370)	$	100.00
75005	Wet Track Abrasion Test (ASTM D3910)	$	185.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$	5,570.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$	6,050.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	$	9,545.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$	6,640.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$	7,715.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$	5,570.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	$	6,050.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	$	6,640.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	$	3,215.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$	11,355.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	$	11,995.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	$	11,995.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	$	12,320.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	$	1,070.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	$	1,180.00
75039	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7196)	$	215.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	$	375.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	$	320.00
75070	Cold Recycled Asphalt Mix Design 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	$	11,250.00

Task Code	Mortar And Stucco - Petrographic Examination		Rate
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section), Per Sample	$	2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section), Per Sample	$	2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section), Per Sample	$	3,000.00
80294	Mortar (ASTM C1324, Petrographic Examination And Chemical Analysis), Per Sample	$	3,250.00

Task Code	Brick Masonry Tests, ASTM C67		Rate
20301	Modulus Of Rupture Flexural	$	110.00
20303	Compression Strength	$	75.00
20305	Absorption 5 Hour or 24 Hour	$	80.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	$	110.00
20309	Initial Rate Of Absorption	$	70.00
20311	Efflorescence	$	85.00
20313	Cores Compression	$	90.00
20315	Shear Test On Brick Cores 2 Faces	$	110.00

Task Code	Concrete Block, ASTM C140		Rate
20321	Compression	$	90.00
20323	Absorption/Moisture Content/Oven Dry Density	$	90.00
20327	Linear Shrinkage (ASTM C426)	$	235.00
20335	Web And Face Shell Measurements	$	75.00
20329	Tension Test	$	175.00
20331	Core Compression	$	90.00
20333	Shear Test Of Masonry Cores 2 Faces	$	110.00
20339	Efflorescence Tests	$	85.00

Task Code	Masonry Prisms, ASTM C1314		Rate
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	$	205.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	$	275.00
20346	Prism Cord Modulus of Elasticity	$	725.00
20347	Prism Cord Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	$	750.00

Task Code	Mortar And Grout		Rate
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	$	60.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	$	60.00
20355	Compression 2" Cubes (ASTM C109)	$	60.00
20357	Compression Cores Includes Trimming (ASTM C42)	$	90.00

Task Code	Masonry Specimen Preparation		Rate
20155	Cutting Of Cubes Or Prisms	$	90.00

Task Code	Fireproofing Tests		Rate
20401	Oven Dry Density (ASTM E605)	$	85.00

Task Code	Gunite And Shotcrete Tests		Rate
20361	Core Compression Including Trimming (ASTM C42)	$	90.00
20365	Compression Cubes (Includes Saw Cutting)	$	105.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.		Rate
20371	Compression Test (ASTM C495 and C472)	$	75.00
20373	Air Dry Density (ASTM C472)	$	65.00
20379	Oven Dry Density (ASTM C495)	$	90.00

Task Code	Reinforcing Steel, ASTM A615, A706		Rate
20501	Tensile Test #11 Or Smaller	$	70.00
20503	Bend Test #11 Or Smaller	$	70.00
20504	Bend Test #14 Or #18	$	400.00
20505	Tensile Test #14	$	325.00
20507	Tensile Test #18	$	400.00

Task Code	Reinforcing Steel - Welded Or Coupled Specimens		Rate
20521	Tensile Test Welded/Coupled #11 And Smaller	$	85.00
20523	Tensile Test Welded/Coupled #14	$	300.00
20525	Tensile Test Welded/Coupled #18	$	425.00
20529	Weld Macroetch	$	105.00
20531	Slippage Test - Caltrans (CTM 670)	$	220.00
20532	Tensile Test Welded Hoops #11 And Smaller	$	170.00

Task Code	Metal and Steel Testing		Rate
20601	Tensile Strength Up To 100K Pounds (Each)	$	85.00
20603	Tensile Strength Up To 200K Pounds (Each)	$	95.00
20605	Tensile Strength Up To 300K Pounds (Each)	$	120.00
20607	Tensile Strength Up To 400K Pounds (Each)	$	175.00
20609	Tensile Strength 400K To 600K Pounds (Each)	$	400.00
20611	Tensile Strength Stress-Strain Percent Offset	$	250.00
20545	Weld Macroetch	$	95.00
20547	Weld Fracture	$	60.00
20615	Bend Test	$	80.00
20617	Flattening Test	$	80.00
20619	Hardness Test (ASTM E18)	$	90.00
20630	Bolt Axial Tensile Test (Up To 7/8" Diameter)	$	75.00
20631	Bolt Wedge Tensile Test (Up To 7/8" Diameter)	$	95.00
20632	Bolt Axial Tensile Test (Greater Than 7/8" Up To 1" diameter)	$	100.00
20633	Bolt Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	$	125.00
20634	Bolt Axial Tensile Test (Greater Than 1" Diameter)	$	145.00

Task Code	Metal and Steel Testing, Continued		Rate
20635	Bolt Wedge Tensile Test (Greater Than 1" Diameter)	$	150.00
20636	Bolt Proof Load Test (Up To 7/8")	$	125.00
20637	Bolt Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	125.00
20638	Bolt Proof Load Test (Greater Than 1")	$	145.00
20639	Nut Proof Load Test (Up To 7/8")	$	125.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	105.00
20641	Nut Proof Load Test (Greater Than 1")	$	125.00

Task Code	Chemical Testing Of Metal And Steel		Rate
80170	Steel Chemical Analysis		Quotation
80173	Weight Of Galvanized Coating (ASTM A90)	$	100.00
80176	Epoxy Coating Thickness	$	115.00
80177	Coating Thickness	$	95.00

Task Code	Machining And Preparation Of Tensile And Bend Sample: Carbon Steel		Rate
20751	Machinist Initial Preparation From Mock-Up, Etc. (Per Hour)	$	145.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	$	75.00
20755	Machine To Test Configuration Milled Specimens	$	95.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	170.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	115.00

Task Code	Charpy Impact		Rate
20621	Charpy Impact Ambient Temperature	$	105.00
20623	Charpy Impact Reduced Temperature	$	140.00

Task Code	Machining Of Charpy Samples: Carbon Steel		Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	$	100.00
20783	Final Machining To Sample Configuration	$	120.00

Task Code	Prestressing Wires And Tendons, (ASTM A416)		Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	$	255.00
20703	Tensile Test Only	$	190.00
20705	Tendons		Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)		Rate
20706	Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039)	$	1,500.00
20707	Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)	$	280.00
20708	Heating Chamber Time – Per 24 Hr. Period	$	125.00

Task Code	Calibration Services And Universal Machine Usage		Rate
20801	Calibration/Verification Services		Quotation
20803	Universal Test Machine Usage (Per Hour)	$	475.00

Specialty Testing

- Cylic And Fatigue Testing Programs On Special Products/Parts
- Engineering And Technical Supports/Design Of Prototypes And Special Test Set-Up
- Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions
- Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)
- Field Testing Of Structures And Structural Elements
- In-Place Shear Testing
- Materials And/Or Product Evaluation Per Specifications
- Structural Dynamic Testing And Durability Analysis

General Conditions

NOTE: A minimum of 24 hours notice is required for testing and inspection services.
NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Prevailing Wage Rate & AB5 Determination

This project may not be subject to the Prevailing Wage laws in California. Assembly Bill 5 (AB-5) is a new California Law that governs certain employers and their Independent Contractors. Twining Consulting field inspection personnel are Independent Contractors and not considered employees of Twining Consulting. Should it be determined by the State of California that licensed Special/Deputy Inspectors are not exempt from the Employer/IC waiver, it will be necessary to increase the quoted hourly rates by $30.00/hour

Administrative Fees

All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 0%

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

TWINING CONSULTING

General Conditions, Continued

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.
4-Hour Minimum: 1 to 4 hours of inspection
8-Hour Minimum: Over 4 to 8 hours of inspection

Regular Time (All Types of Inspection and also All Non-Exempt Employees)

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m. except as noted otherwise below.

Time and One-Half (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, and holidays. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas Day.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Shift Differential (Applies to Regularly Scheduled Shifts Only)

A $1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to $50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Additional Insurance Requirements

Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of $150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

TWINING CONSULTING

General Conditions, Continued

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Dr. Jose Iniguez, Ed.D.
Assistant Superintendent of Admin.
Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AARDVARK ANT & PEST CONTROL

BACKGROUND INFORMATION:
The District has staff certified in the procedures of pesticide chemicals and applications. At times, assistance is needed to cover all of our District's facilities. The District has requested the assistance of Aardvark Ant & Pest Control to provide pest control at the various District facilities as the need arises.

RECOMMENDATION:
Approve the agreement with Aardvark Ant & Pest Control services for fiscal year 2024-25 at a cost not to exceed $27,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$27,000.00	General fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

CRE SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **July 11, 2024** by and between **AARDVARK Ant & Pest Control, Inc.**, hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **July 1, 2024** with work to be completed on or before **June 30, 2025.**

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

AARDVARK will provide pesticide and pest control services at all of the District's facilities on an "as needed" basis during the Term indicated in Section 1 above unless early terminated as provided herein. Contractor will provide a Service Agreement on a case-by-case scenario which will contain Service Rates /Pricing (Exhibit A).
PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

   - Scope of Work Statement (Exhibit A)
   - Certificates of Liability Insurance
   - Additional Insured Endorsement(s)
   - Worker's Compensation Insurance (as required by law)
   - Waiver of Subrogation for both General Liability and Workers' Compensation
   - School Safety Certification Form
   - Covid-19 Vaccination Proof (Addendum)
   - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
Contractor Name	Marilyn Adrianzen, Chief Business Official
_____	
Authorized Signature	DATE: _____
TITLE: _____	BOARD APPROVED:
LICENSE NUMBER: _____	
ADDRESS: _____	EMAIL: marilyn.adrianzen@sysdschools.org
_____	PHONE: (619) 428-4476 ext. 3003
DATE: _____	FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR**. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION**. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and**

expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT**. Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**. The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**. The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS**. Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**. All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:
Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Contractor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. The District shall notify the Contractor in writing if its employees must be fingerprinted prior to commencing work. Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determins that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name & Title of authorized representative *(Print)* _____

Signature: _____ Date _____

EXHIBIT A

AARDVARK Ant & Pest Control Inc.

SCOPE OF WORK

AARDVARK will provide pesticide and pest control services at all the District's facilities on an "as needed" basis during the Term indicated in Section 1 unless terminated pursuant to Section 31 of the General Terms & Conditions above.

AARDVARK understands that when pesticides are applied, 24-hour Warning postings and 72-hour Notices to the District's parents and staff are required by California Ed. Code; therefore, AARDVARK will provide a 2-week notice to the District before any monthly/routine pesticide application or services that are requested by the District are performed. Furthermore, AARDVARK will provide the Material Safety Data Sheets (MSDS) of the pesticide products they will use during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

The following Chemicals and/or Active Ingredients will be used. AARDVARK will provide the proper notices and postings as required:

- ✓ Bromadiolone / Fastrac / Bromethalin
- ✓ Martins Gopher Getter – Strychnine Alkaloid
- ✓ Zinc Phosphide
- ✓ Bell Laboratories Contract California. Active ingredient is Bromethalin
- ✓ If other chemicals/ingredients are used – AARDVARK will provide written notification to the District's designee and the MSDS.

District Facilities include:

1. La Mirada Elementary
2. Smythe Elementary
3. Sunset Elementary
4. Willow Elementary
5. Ocean View Hills School (OVH)
6. San Ysidro Middle School (SYMS)
7. Vista Del Mar Middle School (VDM)
8. Preschool & Child Development Center (CDC)
9. San Ysidro School District – Administration & Warehouse

AARDVARK will provide a Service Agreement for each new service request indicating: location, type of service, frequency of service and price. District can terminate individual Service Agreements "as needed". Prices vary.

As of July 1, 2024, AARDVARK will continue to provide **Pest Control Services**:

	Type of Pest Control Service	
Location		
La Mirada	Rats (25 bait stations)	$192/month
Smythe	N/A	N/A
Ocean View Hills	Gophers Maintenance (Bi-monthly)	$295/month
VDM	Gophers (Bi-monthly)	$295/month
VDM	Rats (24 bail stations) (Monthly)	$192/month
Willow	Gophers (Bi-monthly)	$295/month
SYMS	Rats (54 bait stations)	$432/month
SYSD D.O.	Rats (12 bait stations)	$109/month
SYSD D.O.	Gophers (12 bait stations)	$198/month
SYSD D.O. Bus Yard	Rats (12 bait stations) (Bi-monthly)	$209/ Month
	Estimated Monthly Total:	**$2,217.00**

Approved: AARDVARK: _____SYSD:_____

AARDVARK

ANT & PEST CONTROL INC.

2514 Jamacha Road, #502-40 El Cajon, CA 92019-4366
Phone 1-800-650-6008 • Fax 619-441-2546
www. aardvarkant.com

SERVICE AGREEMENT

Service start date: _____

Billing Name _____
Address _____
_____
City _____ State _____
Zip Code _____ Phone _____

Service Name _____
Address _____
_____
City _____ State _____
Zip Code _____ Phone _____
F _____

PESTS COVERED AND FREQUENCY:

☐ Ants ☐ Roaches ☐ Fleas ☐ Mice
☐ Spiders ☐ Bees ☐ Rats ☐ Gophers
☐ Other _____

STRUCTURE TYPE:

☐ Res. ☐ Comm. ☐ Apt. Units _____
☐ Condo. Unit _____

☐ Exterior Service Monthly / EOM / Qtr ☐ Interior Service Monthly / EOM / ☐ Interi Service upon request

CHEMICALS USED / ACTIVE INGREDIENTS

☐ Talstar One/Wisdom TC - Bifenthrin
☐ Termidor SC - Fipronil
☐ Drione - Pyrethrins
☐ Contrac Blox - Bromadiolone
☐ Archer - Pyridine

☐ Talstar/Wisdom Granular - Bife thrin
☐ Maxforce Ant Killer Bait Gel - F nil
☐ Wasp Freeze - Phenothrin & D-Tra Allethrin
☐ Martins Gopher Getter ine A oid
☐ Other _____

☐ yrethrins
☐ M orce Roach Killer Gel - Fipronil
☐ Suspend - Deltamethrine
☐ Fumitoxin - Aluminum Phosphide
☐ Phantom - Chlorfenapyr
☐ Sluggo - Iron Phosphate

One Time Service Charge	$ _____
Monthly Charge	$ _____
Every Other Month	$ _____
Quarterly Service	$ _____
Discount	$ _____
Total	$ _____

Map Code _____

Com nts _____

"State law requires that you be given the follow in mation: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by th nia Struct est Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide R lation and the Unite tates Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence there e no appreciable risks if per use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of expos so expos e mi ized."

"If within 24 hours follo a ion you perience symptoms similar to common seasonal illness comparable to the flu or any other symptoms of overexposure which are not typical fluenza, contac our physician or poison control center (1-800-876-4766) and Aardvark Ant & Pest Control Inc., immediately. Contact with rodenticides may reduce the cl g ability of blood and cause bleeding. See telephone numbers below for more information." For further information, contact any of the following:

Poison Control Center	1-800-876-4766
Aardvark Ant & Pest Control Inc.	1-800-650-6008
For Health Questions-San Diego County Health Department	1-619-692-8499
For application information – San Diego County Agricultural Commissioner	1-858-694-8980
For regulatory information – Structural Pest Control Board, 2005 Evergreen St., Suite #1500, Sacramento, CA 95815	1-800-737-8188

If a contract for periodic pest control has been executed, the frequency with treatment is to be done. In the case of Branch I applications, the notice prescribed by subdivision shall be provided at least 48 hours prior to application unless fumigation follows inspection by less than 48 hours.

This service agreement shall be continued for a period of **TWELVE (12) MONTHS AND THEREAFTER UNTIL CANCELLED WITH A THIRTY (30) DAY WRITTEN NOTICE.** If the property herein passes from my/our control during the period of this agreement upon thirty (30) day written notice thereof, Aardvark Ant & Pest Control Inc. will immediately cancel this agreement except that if such transfer of control occurs within three (3) months from the date of the agreement. I/we agree to pay Aardvark Ant & Pest Control Inc. in full for the first three (3) months service at the rate established herein.

NOTE: While the purpose of this agreement is to prevent damage from pests, Aardvark Ant & Pest Control Inc. shall not be liable for any loss or damage caused by sources of pests occurring after the date of service. All complaints must be submitted in writing to the above branch within 24 hours following any loss or damage.

A service fee of $25.00 will be charged on all returned checks.

THIS AGREEMENT DOES NOT INCLUDE CARPENTER / PHAROH ANTS OR WOOD DESTROYING ORGANISMS.

I have read, understand and hereby agree to all terms and conditions of this agreement.

Aardvark Ant & Pest Control Inc.

Accepted _____ _____

SAMPLE

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION – CENTER FOR EDUCATIONAL DEVELOPMENT AND RESEARCH FOR 2024-2025 EDJOIN WEBSITE SERVICES

BACKGROUND INFORMATION:
The District would like to continue the subscription to the EDJOIN website services for 2024-2025. The District is able to post jobs openings, accept online applications, have access to applicant tracking features and search the EDJOIN applicant bank.

RECOMMENDATION:
Approve/Ratify the agreement with San Joaquin County Office of Education – Center for Educational Development and Research for the 2024-2025 EDJOIN website services subscription. The cost is based on ADA and is estimated at $1,050.75 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	--

$1,050.75	
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA STATE UNIVERSITY SAN MARCOS

BACKGROUND INFORMATION:
The San Ysidro School District will enter into a Clinical Education Affiliation Agreement with California State University San Marcos in order to provide clinical experiences and observational opportunities at the District to students enrolled in a healthcare Program at the University. This includes Graduate Nursing Students, Undergraduate Nursing Students, Speech-Language Pathology Students, and Medical Assistant Students.

This agreement shall be effective as of July 12, 2024 and shall remain in effect for five years unless terminated earlier.

RECOMMENDATION:
Approve the 5-year agreement with California State University San Marcos to provide students with clinical experiences and observational opportunities.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

N/A	N/A
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement ("Agreement") is between **San Ysidro School District** ("Learning Site") and the Trustees of the California State University on behalf of California State University San Marcos ("University"). Learning Site and University are collectively referred to herein as the "Parties" or individually as a "Party." This Agreement shall be effective as of the date of the last Party's signature.

Recitals

A. The purpose of this Agreement is to provide clinical experiences and observational opportunities at Learning Site to students enrolled in a healthcare Program of the University.

B. Consideration for this Agreement between Learning Site and University shall consist of the mutual promises contained herein. It is to the mutual benefit of the Parties to this Agreement that the students participating in the Program receive the clinical experience contemplated herein.

The Parties agree as follows:

1.0 General Information

1.1 The term for each student's clinical experience (e.g. academic year, semester, quarter, etc.) shall be agreed upon by both Learning Site and University prior to each student's participation at the Learning Site.

1.2 The maximum number of students to receive training during any specified term (e.g. academic year, semester, quarter, etc.) shall be mutually agreed upon by Learning Site and University at least thirty (30) days prior to beginning of any such term and shall be based on Learning Site's good faith representations regarding the availability of space, supervision and other considerations.

2.0 Responsibilities of University

2.1 Student Profiles. University shall supply Learning Site with a student profile, which shall include the student's name, address and telephone number prior to the beginning date of each student's participation at the Learning Site. Learning Site shall regard this information as confidential and shall use this information only as a source of identification for student.

2.2 Program Coordinator. University shall designate a faculty member to coordinate with a designee of Learning Site in the planning, implementing and coordination of the Program.

2.3 Records. University shall maintain all personnel and academic records of the students participating in the Program. University shall provide Learning Site with evidence that all students have received any and all required immunizations, possess a current, valid certification to perform cardiopulmonary resuscitation, and have health and accident insurance covering each student in California for the term of his or her clinical experience. University shall also provide results of the student's recent PPD (taken within one year prior to assignment to Learning Site) or chest x-ray (taken within six months prior to assignment to Learning Site) as permitted by law. In

addition, University shall require and students shall submit to a background check and drug screen (if required by the Learning Site). University shall provide evidence that students have satisfactorily completed said background check and drug screens prior to clinical rotation at Learning Site.

2.4 The University, at a minimum will advise student(s) that neither the University nor the Learning Site assumes any financial responsibility in the event the student is injured or becomes ill as a result of the student's participation in a learning activity at the Learning Site, except to the extent the injury or illness is caused by the negligence or willful misconduct of the University or Learning Site.

2.5 Student Responsibilities. University shall notify the students that they are responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of Learning Site;

2) Arranging their own transportation;

3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination. The responsibility shall include showing proof of health insurance prior to commencement of rotation at Learning Site;

4) Maintaining confidentiality of patient information. Students are required to follow all confidentiality requirements, rules and procedures of the Learning Site. Neither University nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form and procedure approved by Learning Site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder. Learning Site shall reasonably assist University in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use de-identified information only in any discussions with University, its employees or agents. In no event shall University or any participating student independently solicit patient consent without first seeking permission and guidance from Learning Site. As trainees, students shall be considered members of Learning Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Learning Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Learning Site shall provide students with substantially the same training that it provides to its regular employees.

5) Following dress code of the Learning Site and wearing name badges identifying themselves as students of University;

6) Attending an orientation to Learning Site.

7) Immediate notification to the University of any violation of state or federal laws by themselves, or any other University student.

3.0 Responsibilities of Learning Site

3.1 Clinical Experience. Learning Site shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.

3.2 Learning Site Designee. Learning Site shall designate a member of Learning Site's staff to participate with the designee of University in planning, implementing and coordinating the training Program.

3.3 Access to Facilities. Learning Site shall permit students enrolled in the Program supervised access to Learning Site as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Learning Site as determined by Learning Site in its sole discretion.

3.4 Records and Evaluations.

1) For Graduate Nursing Students: Learning Site Preceptor is the Learning Site employee responsible for participating as a preceptor for the student enrolled in the School of Nursing at the University. The Preceptor will be responsible for signing the Preceptor Agreement (Exhibit A), completing the Student Clinical Record form (Exhibit B) and completing the Family Nurse Practitioner Preceptor and Faculty Evaluation of Student Performance (Exhibit C). The Exhibits will be presented to the preceptors by the students and the records will be maintained within the University School of Nursing. For a clinical group of students in a clinical setting supervised by a School of Nursing faculty member, the faculty member will provide an evaluation.

2) For Undergraduate Nursing Students: Learning Site Preceptor is the Learning Site employee responsible for participating as a preceptor for the student enrolled in the School of Nursing at the University. The Preceptor will be responsible for completing Preceptor Evaluation of Undergraduate (Exhibit D). Exhibit G, Program Clinical Learning Site Verification Form, shall be completed by the Learning Site and sent to the University's Undergraduate Clinical Placement Coordinator prior to the commencement of any clinical experience work by the students.

3) For Speech-Language Pathology Students: Evaluations are required and completed by the Learning Site using CALIPSO a web-based system for evaluating student clinical performance. The clinic director will provide the personalized link to the supervisor. An example of the form in hardcopy version is attached in Exhibit E.

4) For Medical Assistant Students: Learning Site Preceptor is the Learning Site employee responsible for participating as a preceptor for the student enrolled in Extended Learning at the University. The Preceptor will attend a remote preceptor training, be responsible for completing Preceptor Form – Clinical Skills Checkoff (Exhibit F), and verify clinical hours completed by the student based on the student course. The signed form will be provided to the student.

3.5 Withdrawal of Students. Learning Site may request University to withdraw from the clinical rotation any student who Learning Site determines is not performing satisfactorily, refuses to follow Learning Site's administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons why Learning Site desires to have the student withdrawn. University shall respond to said request within five (5) days of receipt of same.

3.6 Emergency Health Care/First Aid. Learning Site shall, on any day when student is receiving training at its facilities, provide to students necessary emergency health care or first aid for accidents occurring at Learning Site. Learning Site shall have no obligation to furnish non-emergency medical or surgical care to any student. Learning Site shall notify the University as soon as is reasonably possible of any injury sustained, or complaint made by, a student participating in a learning activity at the Learning Site. Student is not an employee of Learnng Site. Workers' compensation insurance is not provided by Learning Site.

3.7 Orientation and Supervision. The Learning Site shall provide all faculty and students a description of their responsibilities and an orientation. Students will perform services for patients while being supervised by (a) the on-site supervisor (preceptor) for students in preceptorships, internships and externships; and (2) a School of Nursing faculty member assigned to a clinical group of students. The preceptors complete an evaluation form provided to them and return to the faculty. The faculty will use this evaluation form as input to the student's evaluation and course grade. Speech-Language Pathology students will be trained and supervised by an employee of the Learning Site.

3.8 Continuity of Care. At all times the Learning Site will provide staff that is adequate in quantity and experience to ensure safe and continuous healthcare services to their patients when students are present.

3.9 COVID-19. Learning Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Learning Site is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Learning Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Learning Site will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time Learning Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will promptly notify University of that fact. Notwithstanding any other provision of this Agreement, University may terminate this Agreement effective immediately without penalty if it deems Learning Site is not in compliance with those current CDC guidelines and applicable governmental directives

3.10 Confidential Student Information. University and Learning Site shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless required by law, no deaggregated personal data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. Disclosure of confidential information as required by court order, law or other governmental regulation shall not constitute a breach of this Agreement. University is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov. Code section 6250, *et seq*.), and/or the Richard McKee Transparency Act of 2011 (Cal. Edu. Code section 72690, *et seq*.), unless such information falls under an exemption provided for under California or other applicable law. The disclosure of information pursuant to University's obligations under the Public Records Act, McKee Act, and/or other lawful processes (i.e. a lawful subpoena) shall not constitute a violation of this Agreement. The University is, and Learning Site may be, subject to various privacy, freedom of information and public records laws, and the University and Learning Site agree that they will co-operate and provide all necessary assistance in order to comply with these legal obligations. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

4.0 Affirmative Action and Non-Discrimination

The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran, or other applicable legally protected status. Further, the Parties agree to comply with all applicable federal, state and local laws and regulations, including but not limited to laws that prohibit discrimination, harassment, sexual misconduct, and retaliation. The Learning Site also agrees to comply with University policies governing discrimination, harassment, sexual misconduct, and retaliation, which are set forth in CSU Executive Orders 1095-1097, as revised from time to time. Any violation of applicable law or CSU policy is grounds for the immediate termination of the Agreement.

5.0 Status of University and Learning Site

It is expressly agreed and understood by University and Learning Site that students under this Program are in attendance for educational purposes, and such students are not considered employees, officers, representatives, agents or volunteers of Learning Site or University for any purpose, including but not limited to, compensation of services, employee welfare and pension benefits, or workers' compensation insurance.

6.0 Insurance

6.1 Each Party agrees to maintain professional and commercial general liability coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.

6.2 University will provide the student(s) with general and professional liability insurance in the amount of $1,000,000 per occurrence, $3,000,000 general aggregate. This insurance only applies if both Parties have signed this Agreement.

6.3 University shall provide Sexual Abuse and Molestation insurance coverage $1,000,000 per occurrence with $2,000,000 aggregate.

7.0 Indemnification

Learning Site shall indemnify, defend, and hold harmless the State of California, the Board of Trustees of the California State University, California State University San Marcos, the California State University San Marcos Corporation, Associated Students, Inc., California State University San Marcos Foundation and their respective officers, employees, representatives, agents or volunteers from any and all liability for any personal injury, damages, wrongful death, or other losses and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of the negligence or willful misconduct of Learning Site or its respective officers, employees, representatives, agents or volunteers in the performance of this Agreement.

University shall indemnify, defend, and hold harmless the Learning Site and their respective officers, employees, representatives, agents or volunteers from any and all liability for any personal injury, damages, wrongful death, or other losses and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of the negligence or willful misconduct of University or its respective officers, employees, representatives, agents or volunteers in the performance of this Agreement.

This Section will survive expiration or termination of this Agreement.

8.0 Term and Termination

8.1 Term. This Agreement shall be effective as of the Effective Date, and shall remain in effect for five (5) years unless terminated earlier. The term end shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training. The term will be extended through the end of that semester. After the 5-year term, a new agreement will be needed.

8.2 Termination. The Agreement may be terminated for any reason by either Party upon providing the other Party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete their work for the duration of the current semester/assignment.

9.0 General Provisions

9.1 Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties.

9.2 Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignments in violation of this Section shall be voided.

9.3 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereto.

9.4 Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

9.5 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party. However, both Parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

9.6 Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Diego, State of California.

9.7 Notices. Any notices required by this Agreement will be deemed to have been duly given if communicated in writing to the following individuals at the following contact information.

TO UNIVERSITY:
Maria Froehle
Contract Analyst
California State University San Marcos
333 S. Twin Oaks Valley Road
San Marcos, CA 92096-0001
mfroehle@csusm.edu
760.750.4468

TO LEARNING SITE:
Manuel Bojorquez
Director of Human Resources
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
manuel.bojorquez@sysdschools.org
619-428-4476

9.8 Remedies. The various rights, options, elections, powers and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the Parties.

9.10 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

9.11 Use of Name. Nothing contained in this Agreement confers on either Party the right to use the other Party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.

9.12 University may provide continuing education courses to Learning Site Designee(s) in exchange for the training services provided to University students under this Agreement. The courses may be provided either in-person or online. The total value of such courses shall not exceed $200 annually for each Learning Site Designee.

10.0 Execution

By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

_____ Date: _____

Marilyn Adrianzen
Chief Business Official
San Ysidro School District

Board approved: _____

_____ Date: _____

Maria Froehle
Contract Analyst
Procurement Operations
California State University San Marcos

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING (B) WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2024-25 SCHOOL YEAR

BACKGROUND INFORMATION:
SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

SBCS Corporation agrees to provide 4 (four) clinicians to support assigned Community Schools within the San Ysidro. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct training to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports. (Agreement B)

RECOMMENDATION:
Approve the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2024-25 at the estimated cost of $520,000.00 from the Community Schools Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$520,000.00	Community Schools Grant
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide clinical services for students of Community Schools within the San Ysidro School District. The clinicians will work in direct partnership with the Community Schools Steering Committees, School Psychologists and/or other designated school personnel to provide support, services and assistance with triaging the mental health needs of students. To this end, each agency agrees to participate by coordinating/providing the following services**:**

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to be Provided

SBCS Corporation agrees to:

1. Provide 4 (four) clinicians to support assigned Community Schools within the San Ysidro School District.
2. Act as lead agency for administration, fiscal management, and quality assurance of the project.
3. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
    a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
4. Utilize evidenced based strategies such as the Incredible Years Curriculum (’Dinosaur School” to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
5. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
6. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
7. Provide services that can be held on-site or virtually depending on the needs of the students.
8. Oversee data gathering and reporting.
9. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
10. Participate in school and/or district meetings as required or needed.
11. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
12. Provide outreach activities at school sites as needed.
13. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to:

1. Provide SBCS program staff with appropriate office and programmatic space at client’s school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
5. Participate in SBCS meetings as needed.

6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2024 through 6/30/2025.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board,

officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	$2,000,000 per occurrence $4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives*	$1,000,000 per occurrence
Improper Sexual Conduct	$1,000,000 per occurrence $2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

The total compensation paid to SBCS will not exceed $520,000.00 for services rendered from July 1, 2024 through June 30, 2025. Clinicians will be paid at a rate of $110.00 per hour, per clinician. Clinicians' time will be tracked by SBCS and provided to the District for invoicing.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed below shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Oscar C. Madera Director of Special Education San Ysidro School District oscar.madera@sysdschools.org 619-428-4476 ext. 3057	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org Shea Prophet Program Director 430 F Street Chula Vista, CA 91910 sprophet@csbcs.org

IX. Locations

The services will be provided to the locations of SYSD with the actual school sites to be determined by the administration. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By:_____ Date:_____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature:_____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Pupil Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2023-24 FISCAL YEAR

BACKGROUND INFORMATION:

The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act and is administered by the California Department of Education (CDE).

On November 9, 2023, the District was awarded the Education for Homeless Children and Youth (EHCY) Program Grant for FY 2023-24 in the estimated amount of $79,914.96. The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local homes liaisons that are required to identify and meet the needs of homeless children and youth. The funds are contingent upon the availability of funds.

Amendment No. 1 extends the award end date to December 31, 2024, adhering to amended conditions 3, 4, and 6 of the attached Grant Award Notification.

RECOMMENDATION:

Approve the amended Grant Award for the Education for Homeless Children and Youth Program, extending the 2023-24 award end date and implementing the amended conditions related to homeless children and youth.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

Revenue	
$79,914.96	EHCY Grant Award
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617	23	14332	6837	00

Attention	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Gina Potter, Superintendent			
Program Office San Ysidro Elementary	**Resource Code**	**Revenue Object Code**	37
Telephone 619-428-4476 x 3021	5630	8290	**INDEX**
Name of Grant Program Education for Homeless Children and Youth			0510

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$79,914.96	0	$79,914.96	1	7/1/2023	12/31/2024

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.196A	S196A210005	Education for Homeless Children and Youth	U.S. Department of Education

This time extension only, amendment #1 is extending the award end date to December 31, 2024. Please adhere to the corresponding amended conditions 3, 4, and 6 on page two of this Grant Award Notification.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) and Budget within 10 days of receipt to:

Jennifer Thao, Associate Governmental Program Analyst
Grant Administration and Support Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Jennifer Thao	Associate Governmental Program Analyst
E-mail Address JThao@cde.ca.gov	**Telephone** 916-319-0717
Signature of the State Superintendent of Public Instruction or Designee ▸	**Date**

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

1. The purpose of the EHCY grant is to facilitate the identification, enrollment, attendance, and success in school for children and youth experiencing homelessness. In addition, the grant will help ensure children and youth experiencing homelessness have equal access to the same free, appropriate public education as provided to all other children and youth. General Assurances and Certifications are requirements of grantees as a condition of receiving funds. Ensure that your county has a copy of the General Assurances available for compliance reviews, complaint investigations, or audits. The General Assurances are available on the California Department of Education (CDE) General Assurances web page at https://www.cde.ca.gov/fg/fo/fm/generalassurances2022-23.asp. Carryover of EHCY funds is not allowed.

2. The grantee must comply with the requirements that pertain to Title 34 of the Code of Federal Regulations (CFR) Part 80 and Section 80.21. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. When reporting and remitting federal interest to the CDE, please send interest on federal cash balances that exceed $100 per year earned on payments to the CDE at the following address: California Department of Education, Attention: Cashier's Office, P.O. Box 515006, Sacramento, CA 95851.

Fiscal Reports and Payment Process

3. Grantees are required to submit an annual budget and two expenditure reports (ER) each year.

Reporting Period for 2023-24	CDE Due Date:
(ER 1) July 1, 2023 through December 31, 2023	January 31, 2024
(ER 2) January 1, 2024 through June 30, 2024	July 31, 2024
(ER 3) July 1, 2024 through September 30, 2024	October 31, 2024
(ER 4) October 1, 2024 through December 31, 2024	January 31, 2025

Late reports will require a Justification for Late Expenditure Report form to be completed and submitted with your Expenditure Report. Failure to submit the required reports will result in an invoice from the CDE for the entire amount of any grant funds advanced. Failure to expend the total grant award amount by December 31, 2024, may result in a billing due to overpayment of grant funds.

4. Grantees will receive an initial payment of 70 percent of the grant award after having met all requirements and submitting the signed Grant Award Notification (AO-400) and Budget. Grantees that submit the first ER by the due date and have spent at least 50 percent of their initial payment will receive a 20 percent payment. The final payment of up to 10 percent will be disbursed after the Grantee has submitted the final Expenditure Report and required deliverables due January 31, 2025.

5. If at least 50 percent of the initial payment has not been expended by December 31, 2023, the EHCY Expenditure Plan form must be submitted to JThao@cde.ca.gov no later than January 31, 2024.

6. Budget changes that are more than 10 percent in each line item require advanced approval from the CDE. If the Grantee wishes to change an approved Budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted no later than November 15, 2024, to JThao@cde.ca.gov.

7. EHCY grantees are required to participate in the annual Coordinator's Meeting.

Failure to comply with these conditions may result in suspension of payments under the grant award or termination of the grant award. If the CDE determines that the grantee violated the certification by failing to carry out these conditions, the grantee may be ineligible for any future grant awards.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT-INTERIM WRITTEN APPROVAL WITH KYO AUTISM THERAPY, LLC

BACKGROUND INFORMATION:
Kyo Autism Therapy, LCC a non-public agency, approved by SELPA will provide psychological services to students who receive special education services per their Individualized Education Program (IEP) for the 2024-2025 school year, in order to meet the State and Federal regulations and compliance. Kyo Autism Therapy, LLC will conduct Functional Behavior Assessments (FBA), Behavioral Intervention, create Behavior Intervention Plans (BIP) for students with disabilities, who present with behaviors that are interfering with their lea
rning or the learning of others. In addition will provide consulting services to special education staff on classroom management and individual student behavior management based on applied behavior analysis principles.

While the NPA approved rates have not been released, the District and Kyo Autism Therapy, LLC will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost implication: Behavior Intervention Services: $89.00/hour
Behavior Intervention Services (RBT): $62.00/hour
Behavior Intervention Services (Supervision): $93.26/hour

RECOMMENDATION:
Approve/Ratify the Interim San Diego County Nonpublic Master Contract with Kyo Autism Therapy, LLC to provide consulting services for behavior intervention for the 2024-2025 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Board approved:

Agreed to by the CONTRACTOR:

DocuSigned by:
Colin Davitian
00D7E3BFDF804C7...
Signature

6/26/2024
Date

Colin Davitian, Chief Executive Officer
Name/Title

DocuSign Envelope ID: 2D4F0E4C-5F30-4E0F-A057-70F67B5961A3

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Kyo Autism Therapy, LLC dba Gateway Learning Group, LLC

CONTRACTOR NPA ID NUMBER: 9900331

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

DocuSign Envelope ID: 2D4F0E4C-5F30-4E0F-A057-70F67B5961A3

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design	93.26	hourly
Behavior Intervention Services (535) – BI Implementation	89.25	hourly
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	62.00	hourly
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

DocuSign Envelope ID: 2D4F0E4C-5F30-4E0F-A057-70F67B5961A3

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

DocuSigned by:
Colin Davitian
Authorized Representative Signature

DATE: 8/18/2023

Colin Davitian, Chief Executive Officer
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 9/10/23

/Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: SEP 07 2023

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT-INTERIM WRITTEN APPROVAL WITH THE SPEECH PATHOLOGY GROUP, INC DBA SPG THERAPY & EDUCATION

BACKGROUND INFORMATION:
The Speech Pathology Group, Inc. dba SPG Therapy & Education, a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2024-2025 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff regarding communication development strategies.

While the NPA approved rates have not been released yet, the District and The Speech Pathology Group, Inc. will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:
SLP $85.61/hour

RECOMMENDATION:
Approve the Interim San Diego County Nonpublic Master Contract with The Speech Pathology Group, Inc. dba SPG Therapy & Education for the school year 2024-25 to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Speech Pathology Group, Inc. dba SPG Therapy & Education

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Board approved:

Agreed to by the CONTRACTOR:

Susan Stark 6/25/24

Signature Date

Susan Stark, President
Name/Title

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Speech Pathology Group, Inc.

CONTRACTOR NPA ID NUMBER: 9900164

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$92.80	hr
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Susan Stark
Susan Stark (Aug 23, 2023 11:01 PDT)
Authorized Representative Signature

DATE: 08/23/2023

Susan Stark,President
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 8/23/23

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: JUL 13 2023

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT-INTERIM WRITTEN APPROVAL WITH SUNBELT STAFFING, LLC

BACKGROUND INFORMATION:

Sunbelt Staffing, LLC a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

While the NPA approved rates have not been released, the District and Sunbelt Staffing, LLC will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications: SLP: $91.55 per hour
SLPA: $69.00 per hour
Speech Therapy Aide: $30.00 per hour
Psychological Services: $92.00 per hour
Behavior Intervention Services: $85.00 per hour
Behavior Intervention Services Aide: $30.00 per hour
Registered Behavior Technician: $69.22 per hour

RECOMMENDATION:

Approve the Interim San Diego County Nonpublic Master Contract with Sunbelt Staffing, LLC to provide several special education services for students with special needs during school year 2024-2025. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Sunbelt Staffing, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official Board approved:
Name/Title

Sunbelt Staffing, LLC

Stuart Maness

Stuart Maness
Managing Director
June 25, 2024 18:33 UTC
IP: 131.148.94.66

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Sunbelt Staffing, LLC

CONTRACTOR NPA ID NUMBER: 9900161

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$91.55	per hour
Language and Speech (415) - Licensed SLP-A	$69.00	per hour
Language and Speech (415) – Speech Therapy Aide	$30.00	per hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	$92.00	per hour
Behavior Intervention Services (535) – BI Design	$85.00	per hour
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)	$30.00	per hour
Behavior Intervention Services (535) – BII (RBT)	$69.22	per hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR

Sunbelt Staffing, LLC

Paige Bhuiyan

Paige Bhuiyan
Division Director
February 02, 2024 15:02 UTC
IP: 38.140.226.242

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 2/14/24

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: FEB 13 2024

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH BRIDGE THE GAP SPED, LLC

BACKGROUND INFORMATION:
Bridge The Gap Sped, LLC, a non-public agency, approved by SELPA will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2024-2025 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regards to communication development strategies.

While the NPA approved rates have not been released, the District and Bridge The Gap Sped, LLC will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications:

Speech-Language Pathologist (SLP): $90.00/hour x 8 hours/day

RECOMMENDATION:
Approve the Interim San Diego County Nonpublic Agency Master Contract with Bridge The Gap Sped, LLC for school year 2024-25, to provide speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Bridge The Gap Sped, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Board approved: _____

Agreed to by the CONTRACTOR:

Monique D. Somers, Owner/CEO
Signature

6/24/2024
Date

Monique D. Somers, Owner/CEO
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Bridge The Gap Sped, LLC

CONTRACTOR NPA ID NUMBER: 9903283

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$98.00	hr
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Monique D. Somers, Owner/CEO
Authorized Representative Signature

DATE: 7/10/2023

Monique D. Somers, Owner/CEO
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: 7/14/23

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: 07-13-23

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AMN ALLIED SERVICES, LLC.

BACKGROUND INFORMATION:
AMN Allied Services, LLC, a nonpublic agency approved by SELPA, will be providing licensed healthcare personnel to provide healthcare services, Speech Language Pathologists (SLP) to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

While the NPA-approved rates have not been released yet, the District and AMN Allied Services will enter into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA-approved rates are available, the District will reimburse the agency the difference based on the new NPA-approved rates.

Cost Implications:
SLP: $91.05 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract-Interim-Written Approval with AMN Allied Services, LLC for the school year 2024-2025 to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR AMN Allied Services, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

DocuSigned by:
Patrick O'Connor
07670D932745424...

Signature 6/26/2024 Date

Patrick O'Connor
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: AMN Allied Services, LLC

CONTRACTOR NPA ID NUMBER: 9901690

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$91.05	hourly
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
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Counseling and Guidance (515)		
Parent Counseling (520)		
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Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: 7/25/2023
Authorized Representative Signature

Patrick O'Conner
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: 7/26/23
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: 08-10-23

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC

BACKGROUND INFORMATION:
EdTheory, LLC, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost Implications: LVN: $47.00 per hour
Health Aide/CNA: $31.56 per hour
SLP: $89.00 per hour
SLP-A: $65.00 per hour
Behavior Intervention Services: $91.05 per hour
Behavior Intervention Services Aide: $25.00 per hour
Registered Behavior Technician: $49.00 per hour
Psychological Services: $91.05 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with Ed Theory, LLC to provide several special education services for students with special needs during the 2024-2025 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

2024-2025
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2024-2025
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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San Diego County Nonpublic Master Contract
Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and EdTheory, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided**.** Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:

Marilyn Adrianzen, Chief Businss Official
Name/Title

San Ysidro School Dstrict
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro | CA | 92173
City | State | Zip

(619) 428-4476 ext
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Marvel Philip, Chief Executive Officer
Name/Title

EdTheory, LLC
Nonpublic

6701 Koll Center Pkwy Suite 250
Address

Pleasanton | CA | 94566
City | State | Zip

(925) 215-7747
Phone

( )
Facsimile

marvel@edtheory.com
Email Address

SECTION 25: DISPUTE RESOLUTION

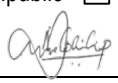
Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 12, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency



Authorized Representative Signature DATE: 6/25/2024

Marvel Philip, Chief Executive Officer
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature DATE:

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE:

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: EdTheory, LLC

CONTRACTOR NPA ID NUMBER: 9901941

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$89.00	hr
Language and Speech (415) - Licensed SLP-A	$65.00	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$47.00	hr
Health and Nursing: Other Services RN (436)	$60.61	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$31.56	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	$91.05	hr
Behavior Intervention Services (535) – BI Design	$91.05	hr
Behavior Intervention Services (535) – BI Implementation	$91.05	hr
Behavior Intervention Services (535) – BII (AIDE)	$25.00	hr
Behavior Intervention Services (535) – BII (RBT)	$49.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: 6/25/2024

Marvel Philip, Chief Executive Officer
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NEW DIRECTION SOLUTIONS, LLC

BACKGROUND INFORMATION:
New Direction Solutions, LLC, a nonpublic agency approved by SELPA,will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost implications: SLPA $68.57/hour
CNA $31.87/hour
RBT $68.57/hour
SLP $91.83/hour
BT $30.00/hour
Psychologist $91.93/hour

RECOMMENDATION:
Approve/Ratify the agreement with New Direction Solutions, LLC to provide services for students with special needs during the 2024-2025 school year. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

2024-2025
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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2024-2025
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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San Diego County Nonpublic Master Contract
Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and New Direction Solutions, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided**.** Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro | CA | 92173
City | State | Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Chelsea Serr
Name/Title

New Direction Solutios, LLC
Nonpublic

5550 Peachtree Parkway Suite #300
Address

Peachtree Corners | GA | 30092
City | State | Zip

(678) 274-5717
Phone

( )
Facsimile

Chelsea.Serr@procaretherapy.com
Email Address

SECTION 25: DISPUTE RESOLUTION

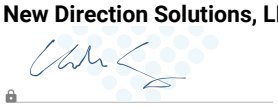
Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 12, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency
New Direction Solutions, LLC dba ProCare Therapy



Chelsea Serr
Vice President
June 27, 2024 19:38 UTC
IP: 12.34.60.210

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: New Direction Solutions, LLC

CONTRACTOR NPA ID NUMBER: 9900798

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$91.83	hr
Language and Speech (415) - Licensed SLP-A	$68.57	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$48.67	hr
Health and Nursing: Other Services RN (436)	$61.9	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$31.87	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	$91.93	hr
Behavior Intervention Services (535) – BI Design	$91.93	hr
Behavior Intervention Services (535) – BI Implementation	^68.57	hr
Behavior Intervention Services (535) – BII (AIDE)	$30.00	hr
Behavior Intervention Services (535) – BII (RBT)	$68.57	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency
New Direction Solutions, LLC dba ProCare Therapy

Chelsea Serr
Vice President
June 27, 2024 19:38 UTC
IP: 12.34.60.210

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION

BACKGROUND INFORMATION:

The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: Medi-Cal outreach, Facilitating the Medi-Cal application, Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, Contracting for Medi-Cal services, Program planning and policy development, SMAA coordination and claims administration, TCM coordination and claims administration, Training, and General Administration.

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. This is an extension of the existing agreement specifying cost for San Ysidro School District participation at 4.5 % of Local Education Agency Medi-Cal revenues received by the District. In addition, by using State RMTS software, the district must pay $0.86/participant during the first quarter (July - September), and $1.72/participant for the three remaining quarters (October – June).

RECOMMENDATION:

Approve/Ratify the agreement with Orange County Superintendent for School-Based Medi-Cal Administrative Activities (SMAA) Participation for the 2024-2025 school year. Cost implications will be paid from the School-Based Medi-Cal Administrative Activities (SMAA) fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	SMAA Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

AGREEMENT NUMBER 10005224

SAN YSIDRO SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the **San Ysidro School District**, 4350 Otay Mesa Road, San Ysidro, CA 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one year commencing on July 1, 2024, and ending on June 30, 2025, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".
2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.
3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Review and submit the Random Moment Time Survey (RMTS) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the

SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "B").

n. Assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from total student enrollment data provided by the DISTRICT.

o. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff regularly perform SMAA-related activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total annual vendor fees cannot exceed fifteen percent (15%) of the DISTRICT total annual reimbursement.

g. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

j. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

k. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

l. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied

according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.
- Alternative Format Plan.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any

employee who might reasonably have information related to such records.

p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees

to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues

which arise from it, or until the end of the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, microfiche, digital format, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm/microfiche readers and microfilm/microfiche printers, image retrieval software and/or printers, etc.

q. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder

and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

r. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

s. Ensure no duplicative billings.

t. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

u. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

v. Provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

w. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-Based Medi-Cal Administrative Activities (SMAA) District Information, Appendix "A", the**

School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information, Appendix "B", Certification Regarding Lobbying, Appendix "C", School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data, Appendix "D", attached hereto and incorporated by reference herein.

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data (DATA USE AGREEMENT), Appendix "D", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 6.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less our fee as described on the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information form, Appendix "B".

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, as described on the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information form, Appendix "B".

b. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall

provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the

Orange County Board of Education during the term of this AGREEMENT.

b. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of

SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums

DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 ALTERNATIVE FORMAT. Under federal and state law, including the Americans with Disabilities Act, discrimination against qualified members of the public participating in public programs based on disability is prohibited. A person is a qualified member of the public if they are an appropriate person with whom a public agency should or would communicate. The rights of persons with disabilities must be protected to ensure meaningful and equal access to public services, including but not limited to Medi-Cal and other programs that DHCS oversees in whole or in part through partnerships with other entities.

a. SUPERINTENDENT and DISTRICT are required to provide auxiliary aids and services, free of charge, to ensure all qualified persons with speech, hearing, and/or vision disabilities can effectively communicate and participate in public programs, services, and/or activities.

b. SUPERINTENDENT and DISTRICT must also provide auxiliary aids and services to a family member, friend, or associate of the program participant if said individual is identified as the beneficiary's authorized representative, or it is someone with whom it is appropriate to communicate (e.g., a disabled parent of a beneficiary).

c. If an alternative format request is received from a qualified member of the public all documents provided to the beneficiary must be provided in the alternative format within two months of the request. All subsequent documentation provided to that individual must be in the requested alternative format.

d. In accordance with the Provider Participation Agreement and Addendum thereto, the California School-Based Medi-Cal Administrative Activities Manual (SMAA Manual) and DHCS's Policy and Procedure Letters, SUPERINTENDENT and DISTRICT are required to develop a plan to meet alternative format requirements by August 1, 2023 and to continuously monitor the plan's effectiveness.

e. The Alternative Format plan must be stored and maintained in the DISTRICT's audit records.

19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in

any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

21.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

23.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party

may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Attn: Oscar C. Madera / Eugenia M. Teodoro

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or

agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Marilyn Adrianzen	PRINTED NAME: Patricia McCaughey
TITLE: Chief Business Official	TITLE: Director
DATE: _____	DATE: April 23, 2024

San Ysidro School District (10005224)2024-25
Zip 6

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2024-2025

1 DISTRICT/SCHOOL

SAN YSIDRO SCHOOL DISTRICT — *District/School Name*
SAN DIEGO — *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Eugenia M. Teodoro — *Name*
Special Education Technician — *District Job Title*
4350 Otay Mesa Road — *Street Address*
San Ysidro, CA, 92173 — *City, State, Zip*
_____ — *Mailing Address (if different than street address)*
_____ — *City, State, Zip*
(619) 428-4476 x 3089 — *Phone (please include extension)*
(619) 428-6473 — *Fax*
eugenia.teodoro@sysdschools.org — *Email*

Check the box for this person to:
- ☑ **have access to the RMTS systen**
- ☑ **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Oscar Madera — *Name*
Director of Special Education — *District Job Title*
(619) 428-4476 x 3091 — *Phone (please include extension)*
(619) 428-6473 — *Fax*
oscar.madera@sysdschools.org — *Email*

Check the box for this person to:
- ☑ **be included in all program communications**
- ☑ **have access to the RMTS system**
- ☑ **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

_____ — *Name*
_____ — *District Job Title*
_____ — *Phone (please include extension)*
_____ — *Fax*
_____ — *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2024-2025

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services
Company Name

Constance Laflamme | CEO/Owner
Contact | *Contact Job Title*

(415) 616-0920 | claflamme@paradigm-healthcare.com
Phone | *Email*

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact | *Contact Job Title*

Phone | *Email*

Eugenia M. Teodoro | Special Education Technician
PRINTED NAME OF PERSON FILLING OUT FORM | **JOB CLASSIFICATION TITLE**

05/16/2024
DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2024-2025

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process, RMTS Software Platform Fee, which is based on the District's actual cost of utilizing the RMTS Software Platform through a third-party administrator selected by Region 9 LEC for the Random Moment Time Survey. In addition, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will confirm that the final invoice is ready for electronic signatures. The SUPERINTENDENT will process and submit to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service – Please check YES or NO.		**Effective Date**
❑ YES	☒ NO	July 1, 2024 – June 30, 2025

DISTRICT:	San Ysidro School District
BY:	
	Authorized Signature
PRINTED NAME:	Marilyn Adrianzen
TITLE:	Chief Business official
DATE:	

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: San Ysidro School District

BY: _____
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

TITLE: Chief Business Official

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts

160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Marilyn Adrianzen, Chief Business Official

Name and Title of Custodian of Files

San Ysidro School District

District Name

4350 Otay Mesa Road, San Ysidro, CA 92173

District Address

(619) 428-4476 / marilyn.adrianzen@sysdschools.org

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE OPTOMETRY

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

San Diego Center for Vision Care Optometry an independent agency, has been selected by the parents to perform independent vision therapy their child with special needs.

Cost implications: IEE - IEP attendance for presentation of report $2,400.00
Vision Therapy Sessions $190.00 hour
Progress Evaluation (w/Report) $180.00 per report

RECOMMENDATION:
Approve the agreement with San Diego Center for Vision Care Optometry for the 2024-2025 school year to provide independent vision therapy for a student with special needs. Cost implication will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of July, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

San Diego Center for Vision Care Optometry	(619) 464-7713
Company/Consultant	Telephone Number
7898 Broadway, Lemon Grove, CA 91945	http://www.sandiegocenterforvisioncare.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives** _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**San Diego Center for Vision Care Optometry**
Name:	Justin Matsuura, O.D.
Title:	President
Address:	7898 Broadway
City/State/Zip Code:	Lemon Grove, CA 91945
Telephone:	(619) 464-7713
Email:	cristys.sdcvc@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

San Diego Center for Vision Care - Optometry
Firm Name

Justin Matsuura, OD
Signature of Authorized Agent

Justin Matsuura, O.D. - President
Print Name, Title

06/26/2024
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

JM _____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

JM _____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

JM _____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

JM _____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

JM _____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

JM _____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

JM _____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: San Diego Center for Vision Care – Optometry

Name/title of authorized representative *(Print)*: Justin Matsuura, O.D.

Signature Justin Matsuura, OD Date 06/26/2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SAN DIEGO CENTER FOR VISION CARE OPTOMETRY
NON-PUBLIC AGENCY
FEE SCHEDULE FOR CONSULTATIVE VISION SERVICES
2024 - 2025 SCHOOL YEAR

SERVICE DESCRIPTIONS:	DURATION:	FEE PER SERVICE:
TOTAL INITIAL VISUAL EXAM & VISUAL PERCEPTUAL EVALUATION	**4.5 hours**	**$ 890.00**
Breakdown of Service Fees:		
Initial Visual Exam & Evaluation		$ 600.00
To include:		
- Review of records	30 minutes	
- Visual Function/Health	1 hour	
- Parent Conference	30 minutes	
- Written Report	1 hour	
- Visual Perceptual Testing/Scoring	1.5 hours	$ 290.00
VISION THERAPY PROGRAM		
Vision Therapy	1 hour session	$ 190.00
Vision Therapy	1.5 hour session	$ 285.00
Clinical Preparation Fee	(1 time fee)	$ 210.00
Progress Evaluation (with report)	30 minutes	$ 180.00
Progress Evaluation (without report)	30 minutes	$ 95.00
Post Vision Therapy Evaluation (with report)*	30 minutes	$ 170.00
Post Vision Therapy Evaluation (without report)*	30 minutes	$ 95.00
* scheduled at 30, 60 or 90 days after the end of completed vision therapy program		

SERVICE DESCRIPTIONS:	DURATION:	FEE PER SERVICE:
FEES IF INDICATED, REQUESTED AND/OR AGREED UPON PER INDIVIDUAL CONTRACT		
IEP Meetings, including Virtual IEP Attendance	per 1 hour	$ 250.00
Conferences (in-person, phone, etc.)	per 1 hour	$ 210.00
Observation Off-Site	per 1 hour	$ 210.00
Special Reports/Records Review	per 1 hour	see below
Depositions	per 1 hour	$ 500.00
Travel	per mile	$1.00/mile
OFFICE VISITS		
Evaluation Level 1	5 minutes	$ 45.00
Evaluation Level 2	10 minutes	$ 90.00
Evaluation Level 3	15 minutes	$ 110.00
Evaluation Level 4	25 minutes	$ 180.00
Evaluation Level 5	> 25 minutes	$ 200.00
CONFERENCES AND/OR OFF-SITE OBSERVATIONS		
Level 1	15 minutes	$ 55.00
Level 2	30 minutes	$ 110.00
Level 3	45 minutes	$ 165.00
Level 4	60 minutes	$ 220.00
REPORTS, FORMS AND/OR RECORDS REVIEW		
Level 1	5 minutes	$ 35.00
Level 2	10 minutes	$ 70.00
Level 3	15 minutes	$ 105.00
Level 4	25 minutes	$ 185.00
Level 5	> 25 minutes	$ 210.00 +

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:
As a result of a Settlement Agreement and General Release, Professional Tutors of America, Inc. will provide 100 hours of one-on-one academic home tutoring for students with special needs.

Cost Implication:
Home Tutoring $95.00 per hour

RECOMMENDATION:
Approve the agreement with Professional Tutors of America, Inc. for the 2024-25 school year to provide one-on-one academic home tutoring for students with special needs. The cost will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 21st day of June 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc. Company/Consultant	714-784-3454 Telephone Number
3350 E. Birch St, Suite 201, Brea, CA 92821 Address	rgordon@professionaltutors.com Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Professional Tutors of America, Inc.**
Name:	Robert Gordon
Title:	CEO
Address:	3350 E. Birch St., Ste. 201
City/State/Zip Code:	Brea, CA 92821
Telephone:	714-784-3454
Email:	rgordon@professionaltutors.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Professional Tutors of America, Inc.
Firm Name

Robert Gordon
Signature of Authorized Agent

Robert Gordon, CEO
Print Name, Title

5/17/24
Date:

Phone Number: 714-784-3454

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Professional Tutors of America, Inc.

Name/title of authorized representative *(Print)* Robert Gordon, CEO

Signature _____ Date 5/17/24

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

PROFESSIONAL TUTORS OF AMERICA INC.
-Consultants in Education -

Non Public Agency / Special Education and Related Services

Rate Sheet 2024-25
*Rates/per hour

(1) Academic Instruction - Sped. Credential/General Ed Cred.	$95.
(2) Behavior Intervention	
Behavior Intervention Design Planning	$140.
Behavior Intervention Implementation	$140.
(3) Counseling & Guidance	
Educational Counseling	$140.
Parent Counseling & Training	$140.
Educationally Related Mental Health Services	$140.
Educationally Related Intensive Counseling Services	$140.
(4) Language Speech Development & Remediation	$140.
Assessment/Evaluation, including IEP attendance	$140.
(5) Occupational Therapy	$140.
Assessment/Evaluation, including IEP attendance	$140.
(6) Vocational Education & Career Development, Transition	$105.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Sunset Elementary
Efrain Burciaga, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH IMAGINE LEARNING, LLC

BACKGROUND INFORMATION:

Imagine Learning was developed to engage students in an award-winning language and literacy software program that features interactive activities, videos, and games that are research-based, instructionally differentiated, and incredibly fun to use. Imagine Learning provides strategic first-language support in 15 languages to facilitate and enhance English language learning. As students become more proficient in English, this language support gradually fades, preparing students for English-only environments.

The Principal at Sunset Elementary is requesting approval to renew the license agreement with Imagine Learning, LLC to continue with the use of supplemental resources to support the educational needs of struggling students as specified in the school's Single Plan for Student Achievement (SPSA).

The term of this agreement is for one year and includes the following site licenses:

- Imagine Language and Literacy
- Imagine Math Facts
- Imagine Math
- Professional Development

RECOMMENDATION:

Approve renewal license agreement with Imagine Learning, LLC for supplemental resources for students at Sunset Elementary during the 2024-25 school year for a total cost of $30,695.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement- Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

30,695.00	Title I Fund
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	5/24/2024
Quote No.	Q-59537
Acct. No.	1220551(
Total	30,695.0(
Pricing Expires	11/19/2024

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Sunset San Ysidro- Webinar Package 4 Complimentary PD Sessions

Payment Term	Contract Start	Contract End
Net 30	8/14/2024	8/13/2025

Site	Description	End Date	Qty
Sunset Elementary School			
	Imagine Language & Literacy Site License	08/13/2025	1
	Imagine Math Facts Site License	08/13/2025	1
	Imagine Math Site License	08/13/2025	1
	PD Webinar Package (CW-SUPP) Foundational	08/13/2025	1

Subtotal	30,695.0(
Tax Total	0.0(
Total	30,695.0(

E. Buciaga

magine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will nvoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-erms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing locument, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

San Ysidro School District

Signature: _____
Print Name: Marilyn Adrianzen
Title: Chief Business Official
Date: _____

Board approved: _____

Imagine Learning Representative

Eunique Johnson
Account Executive -
eunique.johnson@imaginelearning.com
imaginethefutureoflearning.com
619-743-1789

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentatio to AR@imaginelearning.com or fax to 480-423-0213.

IMAGINE LEARNING END USER TERMS OF SERVICE

VERSION 1.0

LAST REVISED ON: JANUARY 1, 2022

Welcome to Imagine Learning! Before using Imagine Learning's website, software, products, mobile application(s), and services (together, the "**Services**", "**our Services**", or "**Company's Services**"), it is important that you carefully read the following agreement. The website located at www.imaginelearning.com (the "**Site**") is a copyrighted work belonging to Imagine Learning LLC. ("**Company**", "**us**", "**our**", and "**we**"). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted as appropriate in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Service.

THESE TERMS OF SERVICE (THE "**TERMS**"), ALONG WITH COMPANY'S PRIVACY POLICY, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF COMPANY'S SERVICES. BY USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS. YOU MAY NOT USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT USE THE SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.3) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCOUNTS

1.1 Account Creation. Before you use certain features of Company's Services, an account will be created for you ("**Account**") at the direction of the "**Account Holder**" (typically teachers or school administrators representing schools and/or school districts who subscribe to our Services). You represent and warrant that: (a) any registration information you provide to Account Holder will be truthful and accurate; and (b) you will maintain the accuracy of such information. You may request deletion of your Account by contacting the Account Holder. Company may suspend or terminate your Account in accordance with Section 8.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Account Holder of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1 License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on any Service) must be retained on all copies thereof.

2.3 Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Services.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and their content

are owned by Company or our suppliers. Neither these Terms (nor your use of the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6 Compliance with Law. You are responsible for using the Services in compliance with all applicable federal and state laws and regulations. You shall not use the Services in violation of any applicable law.

2.7 Use by Children Under 13. The Children's Online Privacy Protection Act ("**COPPA**") requires that all online service providers, including Company, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Company does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Company by Account Holder. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of an Account Holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us, please contact us at privacy@imaginelearning.com.

2.8 Accessibility. Company is committed to ensuring that the Services remain accessible to all individuals, regardless of disability. Company will take reasonable steps to ensure that the Services meet common industry standards for accessibility and materially comply with the requirements of the Americans with Disabilities Act ("**ADA**"), as applicable. If you have any suggestions about improvements Company can make to enhance the accessibility of the Services, please contact us at accessibility@imaginelearning.com.

3. USER CONTENT

3.1 User Content. "**User Content**" means any and all information and content that a user submits to, or uses with, the Services (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3 Acceptable Use Policy. The following terms constitute our "**Acceptable Use Policy**":

(a) You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or

procedures of such networks; (v) attempt to gain unauthorized access to our Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) our Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

(c) You further agree that you will not: (i) publish or post screenshots, video, text or other reproductions of content from any course provided through the Services or (ii) use any technology, code, or other method to automatically skip content or answer questions provided through the Services. The building, use, or sharing of any such technology, code, or other methodology is strictly prohibited.

3.4 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

3.5 Feedback. If you provide us with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3.6 Your Data. As an education technology company that may collect data about K-12 and postsecondary students, Company is subject to certain laws and regulations, some of which are described below. Please visit our Privacy Policy for more information on how we collect, use, and safeguard data.

(a) Company will materially comply with all applicable federal and state student privacy laws and regulations. We will provide access to Personal Information pertaining to K-12 students only to our employees and subcontractors who need to access the data.

(b) "**Personal Information**" means, collectively personally identifiable information as defined in applicable law including the Family Educational Rights and Privacy ("**FERPA**"), the California Consumer Privacy Act ("**CCPA**"), and the European Union's General Data Protection Regulation ("**GDPR**").

4. INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD-PARTY LINKS; OTHER USERS

5.1 Third-Party Links. The Services may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and we are not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

5.2 Other Users. Each Service user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Service users are solely between you and such users. You agree that Company will not be

responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

5.3 Release. You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. DISCLAIMERS

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. $50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. TERM AND TERMINATION.

8.1 Termination; Effect of Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms

are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 2.7, and Sections 4 through 10.

8.2 Deletion of Personal Information. Upon termination of your Account, you may request that Account Holder direct Company to delete any Personal Information from its live databases. Company agrees to take commercially reasonable steps to honor any deletion requests received from Account Holder in a reasonable amount of time (not to exceed ninety (90) days). You understand and agree that Company may continue to have Personal Information in archive files or similar databases. You further agree that Company has no obligation to delete aggregated or de-identified information. Company may retain and use aggregated and de-identified information for any purpose that is consistent with applicable federal and state laws and regulations.

9. COPYRIGHT POLICY.

Company respects the intellectual property of others and asks that users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Designated Agent: Legal Department
Address of Agent: 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@imaginelearning.com

10. GENERAL

10.1 Fees. At this time, all fee agreements are made with Account Holder. Any change to this policy would be effective upon thirty (30) calendar days' notice.

10.2 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.3 Dispute Resolution; Mandatory Arbitration. ***Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under

the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution*. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (**"Notice"**) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: Attn: Legal Department, 8860 E Chaparral Road, Suite 100, Scottsdale AZ 85250. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules*. Arbitration shall be initiated through the American Arbitration Association (**"AAA"**), an established alternative dispute resolution provider (**"ADR Provider"**) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (**"Arbitration Rules"**) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Company made to you prior to the initiation of arbitration, Company will pay you the greater of the award or $2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-Appearance Based Arbitration*. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) *Time Limits.* If you or Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) *Authority of Arbitrator*. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

(g) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND

NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) *Confidentiality*. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) *Severability*. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Company.

(m) *Small Claims Court.* Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.

(n) *Emergency Equitable Relief*. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona, for such purpose.

10.4 Export. The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

10.5 Disclosures. Company is located at the address in Section 10.11. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.6 Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.7 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other.

10.8 Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.9 Assignment. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.10 Copyright/Trademark Information. Copyright © 2022 IMAGINE LEARNING LLC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.11 Contact Information:

Legal Department
8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@imaginelearning.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH THE STEPPING STONE GROUP

BACKGROUND INFORMATION:
The Stepping Stone Group a non-public agency, approved by SELPA will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2024-2025 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regards to communication development strategies.

While the NPA approved rates have not been released, the District and The Stepping Stone Group will be entering into an Interim Written Approval indicating the 2023-2024 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications: LVN: $47.00 per hour
Health Aide/CNA: $31.56 per hour
SLP: $100.00 per hour
Behavior Intervention Services: $91.05 per hour
Behavior Intervention Services Aide: $25.00 per hour
Registered Behavior Technician: $49.00 per hour
Psychological Services: $91.05 per hour

RECOMMENDATION:
Approve the Interim San Diego County Nonpublic Agency Master Contract with The Stepping Stone Group for school year 2024-2025, to provide speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2024-2025

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Stepping Stones Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of All Assigned Students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2023 - 2024 Contract Year.

Anticipated Student Start Date: July 12, 2024.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Andrea Rosales
Signature

6/27/24
Date

Andrea Rosales, Client Services Manager
Name/Title

LEA: San Ysidro School District Nonpublic: The Stepping Stones Group, LLC

REVISED

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group, LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$100.00	hr Revised
Language and Speech (415) - Licensed SLP-A	$67.91	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	$49.13	hr
Health and Nursing: Specialized Physical Health Care RN (435)	$61.78	hr
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	$49.13	hr
Health and Nursing: Other Services RN (436)	$61.78	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	$31.56	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)	$91.05	hr
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation	$91.05	hr
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	$66.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Andrea Rosales
Authorized Representative Signature

DATE: 8/21/23

Andrea Rosales, Client Services Manager
(Type) Name and Title

LEA
Local Educational Agency

Marilyn Adrianzen
Authorized Representative Signature

DATE: 9/10/23

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: SEP 07 2023

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: slp rate revised - $100.00/hr for 2023-2024 school year

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH PRISTINE REHAB CARE, LLC

BACKGROUND INFORMATION:
Pristine Rehab Care, LLC, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost Implications: SLP: $94.26 per hour
SLP-A: $69.57 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with Pristine Rehab Care, LLC to provide with several special education services for students with special needs during the 2024-2025 school year. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Special Education
(Amount)	(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

2024-2025
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2024-2025
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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San Diego County Nonpublic Master Contract
Main Document

2024-2025

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Pristine Rehab Care, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, to June 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided**.** Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Sajy George Name/Title
San Ysidro School District Local Education Agency	Pristine Rehab Care, LLC Nonpublic
4350 Otay Mesa Road Address	706 N. Diamond Bar Blvd., Suite B-2 Address
San Ysidro CA 92173 City State Zip	Diamond Bar CA 91765 City State Zip
(619) 428-4476 Phone	(909) 396 - 8900 Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysdschools.org Email Address	george@pristinerehab.com Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 12, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: 7/3/2024
Authorized Representative Signature

Sajy George
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2024-2025
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Pristine Rehab Care, LLC

CONTRACTOR NPA ID NUMBER: 9900852

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$94.26	hr
Language and Speech (415) - Licensed SLP-A	$69.57	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		

Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		

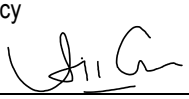
Travel Training (870)			
Other Transition Services (890)			
Other Services (900) - Music Therapy			
Other Services (900) - Vision Therapy			
Other Service (900)			
Transportation – Emergency			
Bus Passes			

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency



DATE: 7/3/2024

Authorized Representative Signature

Sajy George
(Type) Name and Title

LEA
Local Educational Agency

DATE: _____

Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

AN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 11, 2024

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Child Development Center
Julie Pretzer, Director of CDC

☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE FURNITURE FROM THE PRESCHOOL AND CHILD DEVELOPMENT CENTER

BACKGROUND INFORMATION:
The District periodically has inventory items that become obsolete and are recommended for disposal, donation, or sale on an "As is" basis. At this time, the items listed below are no longer needed by the District and/or are no longer usable due to age and/or disrepair and will be disposed of in compliance with the California Education Code Sec. 17546 (a) (b) (c).

Two desktop tables	Four plastic bookshelves
One rolling cabinet	Ten shelves
Twenty Chairs	Four cubbies
Three small damaged wooden tables	Three damaged rectangular tables
Seven desks	

RECOMMENDATION:
Approve the disposal of obsolete furniture from Child Development Center and Sunset Preschool as per California Education Code Sec. 17546 (a)(b)(c).

LCAP GOAL AND ACTION/SERVICE:
Goal No. 2: Base Services and Safety 2.1 Maintain basic operating services of the district including MOT personnel, Transportation, contracted services, and utilities.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget? ☐ Yes ☐ No

Requisition #

TBD
(Amount)

Preschool and Child Development
(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No