

# **San Ysidro School District Governing Board**

## **AGENDA**

**Tuesday,  
February 13, 2024  
5:00 p.m.**

### **WELCOME**

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

**Sunset School  
Auditorium  
3825 Sunset Lane  
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, JANUARY 25, 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 on Thursday, January 25, 2024, conducted its business meeting at **Vista Del Mar Middle School - 4885 Del Sol Blvd, San Diego, CA 92154**. 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 to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

**THIS MEETING WILL BE TAPE RECORDED**

**MINUTES**

**1. CALL TO ORDER** Who: Rosario Time: 5:03 p.m.

**2. ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members present:

Mrs. Irene Lopez, Board President - *arrived at 5:10 p.m.*

Mrs. Zenaida Rosario, Board Vice-President

Mr. Antonio Martinez, Board Clerk

Mr. Rudy Lopez, Board Member

Mrs. Rosaleah Pallasigue, Board Member

**3. AGENDA**

The Board approved the agenda with the following corrections:

- Pulled Consent Calendar Agenda Item 14C.1 - Fiscal Services Analyst

Motion: Martinez

Second: Rosario

Vote: 4-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

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 the meeting if necessary.)

There were no public comments.

Board Clerk Martinez made a motion to recess to Closed Session, seconded by Board Member Pallasigue.

The vote was 4-0.

**5. GOVERNING BOARD – RECESSED at 5:05 p.m. to CLOSED SESSION 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: 4

**RECONVENED into OPEN SESSION at 6:08 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: 6:08 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

**8. FLAG SALUTE** by Vincent Cespedes, Vista Del Mar 7th grade student

**9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Inzunza)**

**9.1** Vista Del Mar Middle School Recognitions - Presented by Vista Del Mar Middle School Principal Irene Herrera-Cevallos

- Vista Del Mar Baseball Team
  - Coaches: Luis Covarruvas (Parent Volunteer) and David Abdala (Parent Volunteer)
  - Students: Aaron Aguirre (8th), Adrian Garcia (7th), Alexavier Abdala (8th), Damian Blossom (6th), Elijah Rios (8th), Victor Arroyo (7th), Vincent Gonzalez (8th), Giovanni Leon (7th), Jaden Blossom (8th), Julian Rosales (7th), Lucas Amado (7th) and Luis Covarruvas Jr. (8th)
- X-Country Coach and Player
  - Coach: Nicole Scarlett-Kempi
  - Student: Kianna He (7th)

**9.2** Ocean View Hills Elementary School - Safety Patrol - Presented by Ocean View Hills School Principal Erika Meza

- Safety Patrol Officers: Officer Remy and Officer Reyes
- Safety Patrol Coordinator: Marely Navarro (Special Education Instructional Aide)
- Safety Patrol Students: Said Mendoza, Aubrey Cohen, Julianna Vargas, Anna Velazquez, Vasti Valdovinos, Janissa Vidaurrazaga, Hector Sandoval, Caleb M. Sanchez, Valentina Vasquez, Mia I. Breslin, Emilia Salcido, Rebeca S. Hernandez, Aidan Ferrer, Paula Rocha, Ricardo Olague Jr., Giselle Navarro, Sofia Lopez, Dominik Soto, Anely Regalado, Andres Moreno, Lili Moreno, Gala Valenzuela, Vera Campos, Emilia Mazariegos, Isaac Maala, Katya Elizarraras, Chloe Pacheco, Julieta Hernandez, Yannuel Rodriguez, Mia Sandoval and Ming Mei Tang

## 10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

### **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**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **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 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](http://www.sysdschools.org).

**Rosemary Lowry, Parent, Commented:** 1) Shared remarks about transparency.

**Roxane Palestino, Parent, Commented:** 1) Shared remarks about justice, equity and inclusion for Special Education students.

**Palbo Sainz-Garibaldi, Community Member/SYSD Employee, Commented:** 1) Shared information about Mental Health America of San Diego County. It is a free resource that's available to the community. 2) Provided a Student Anthology update. Proud to share that he has received a lot of student artwork, poems and writing. The goal is to have a professional book for Spring 2024. 3) Shared remarks about his experience as a district translator.

**Kenia Peraza, Parent, Commented:** 1) Thanked the Board and Superintendent for hiring a La Mirada Special Education TK teacher. 2) Shared special education concerns.

## 11. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board President I. Lopez, Commented:** 1) Read the following, "We appreciate the parents and community members that voice their concerns tonight and we can confidently say that the board members, as well as district staff, share the same goal - to continue to provide all of our students, especially our students with special needs, a safe, supportive, and inclusive environment that allows students to focus on personal growth and learning. While we are unable to comment on specific matters out of consideration of student privacy, district staff are working diligently to address each and every concern raised and we are committed to partnership with our families as we work towards resolution of your concerns." 2) Participated in the La Mirada Elementary school visit. 3) Expressed the importance of working together to address concerns. 3) Thanked the parents for supporting the Ocean View Hills school safety patrol.

**Board Member Pallasigue, Commented:** 1) Thanked Principal Irene Herrera-Cevallos and Assistant Principal Mathew Bandy for hosting the board meeting. 2) Praised everyone for attending the board meeting and sharing their concerns. 3) Encouraged community members to advocate for education by writing to their state and federal legislators. 4) Wished everyone a Happy New Year!

**Board Clerk Martinez, Commented:** 1) Thanked Principal Irene Herrera-Ceeallos and Assistant Principal Mathew Bandy for hosting the board meeting. 2) Congratulated the Vista Del Mar baseball and Cross Country team and Ocean View Hills school safety patrol. 3) Thanked Pablo Sainz-Garibaldi for sharing the free community mental health resource. 4) Would like the district to take a proactive approach with declining enrollment. 5) Thanked Assistant Superintendent Dr. Iniguez for his work on the La Mirada and Smythe playground construction project.

**Board Vice President Rosario, Commented:** 1) Thanked Principal Irene Herrera-Cevallos and Assistant Principal Mathew Bandy for hosting the board meeting. 2) Mentioned that the district has board meetings at schools because it is an opportunity to highlight schools. 3) Thanked Sunset Principal Burciaga and La Mirada School Principal English for facilitating the school/classroom visits. 4) Thanked Pablo for coordinating the student anthology.

**Board Member R. Lopez, Commented:** 1) Thanked Principal Irene Herrera-Cevallos and Assistant Principal Mathew Bandy for hosting the board meeting. 2) Praised everyone for attending the board meeting and sharing their concerns. 3) Mentioned that GO Bond projects are in progress. 4) Mentioned being a parent in the past and now on the school board. Also, on the CSBA delegate assembly and will continue to advocate for equal funding.

**Superintendent Potter, Commented:** 1) Thanked Principal Irene Herrera-Cevallos and Assistant Principal Mathew Bandy for hosting the board meeting. 2) Welcome families for sharing their thoughts and the district is listening and deeply cares about your children and families. 3) Visited Sunset Elementary School and congratulated the amazing work staff are doing in the classroom. 4) Visit La Mirada Elementary Schools and congratulate them on the remarkable academic process. 5) Congratulated the Vista Del Mar baseball team and helping each of them shine in athletics. 6) Congratulated Vista Del Mar Science teacher Mrs. Kempf for her dedication to the cross country team. Also, congratulated Vista Del Mar 7th grade student, Kianna He, for placing in the top 10 in the Sweetwater league. 7) Congratulated the Ocean View Hills school safety patrol for winning the Southeastern division. 8) Thanked Assistant Superintendent Dr. Iniguez and the maintenance, custodial team for their work during the San Diego storm. 9) Thanked Mrs. Colom and Willow staff for safely opening the school after a community incident. 10) Commended the district translators for their dedication to the school district. 11) Thanked the District Attorney’s office for the Fentanyl community presentation. 12) Thanked KGTV and Scholastic for giving 5 books to each Smythe Elementary student.

**12. CONFERENCE SESSION**

**Reports/Presentations**

**12.1** 2024-2025 Governor’s Budget - Presented by Chief Business Official Marilyn Adrianzen

**13. GENERAL ADMINISTRATION**

**13.1 MINUTES (Potter)**

The Board approved the minutes of the Organizational Meeting for December 12, 2023.

Motion: Martinez      Second: I. Lopez      Vote: 5-0

**13.2 DISCUSSION AND POTENTIAL APPROVAL OF RESOLUTION NO. 23/24-0023 MAKING CERTAIN FINDINGS AND APPROVING THE USE OF THE DESIGN-BUILD DELIVERY METHOD PROCESS FOR THE SAN YSIDRO MIDDLE SCHOOL RENOVATION AND THE NEW COMMUNITY RESOURCE CENTER ON THE BEYER SITE PROJECTS (Iniguez)**

The Board discussed and approved Resolution No. 23/24-0023 making certain findings and approving the use of the design-build delivery method process for the San Ysidro Middle School Renovation and the New Community Resource Center on the Beyer Site Projects.

Motion: R. Lopez      Second: Rosario      Vote: 5-0

**Rosemary Lowry, Parent Leader from Chula Vista Elementary School District, Commented:**

1) Expressed concerns with the Community Advisory Council (CAC) process and expressed support for Roxane Palestina to be the parent representative.

**Roxane Palestino, Parent, Commented:** 1) Expressed concerns with the Community Advisory Council (CAC) process.

**13.3 REVISED BOARD POLICY 0430 - LOCAL PLAN FOR SPECIAL EDUCATION (Little)**

The Board approved the revised Board Policy 0430 - Local Plan for Special Education.

Motion: Martinez      Second: Pallasigue      Vote: 5-0

**13.4 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE SUMMER ASSISTANCE PROGRAM (Bojorquez)**

The Board approved/ratified the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the Summer Assistance Program.

Motion: R. Lopez      Second: Martinez      Vote: 5-0

**13.5 TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT**

**FOR LORENA VARELA-REED (Bojorquez)**

The Board approved the temporary offer of employment for Lorena Varela-Reed as Substitute or Coach for various Management/Administrative positions including, but not limited to Principal, effective as early as January 26, 2024.

Motion: R.Lopez      Second: Pallasigue      Vote: 5-0

**13.6 2024-2025 STUDENT ENROLLMENT PROJECTION (Adrianzen)**

Information only - Student Enrollment Projection for school year 2024-2025.

**13.7 2024-2025 BUDGET REDUCTION PLAN (Adrianzen)**

The Board approved the 2024-2025 Budget Reduction Plan.

Motion: R. Lopez      Second: Pallasigue      Vote: 5-0

**14. CONSENT CALENDAR**

The Board approved the Consent Calendar.

Motion: Martinez      Second: Rosario      Vote: 5-0

**14A. PERSONNEL – CLASSIFIED**

**EMPLOYMENT (Bojorquez)**

The Board approved/ratified the employment for the following as recommended by staff:

**14A.1 Substitute Campus Aides**

- a. Maria Estrada, All Sites
- b. Cristina Hurtado, All Sites

**14A.2 Substitute Clerks**

- a. Maria Cristina Inniss, All Sites
- b. Monica Yrineo, All Sites

**14A.3 Substitute Custodians**

- a. Jose Guerrero, All Sites

**RECRUITMENT (Bojorquez)**

The Board approved/ratified to establish recruitment for the following as recommended by staff:

**14A.4 Instructional Health Care Assistants**

**RESIGNATION (Bojorquez)**

The Board approved/ratified to the resignation for the following as recommended by staff:

- 14A.5 Campus Aide
- 14A.6 Instructional Aide
- 14A.7 Instructional Aide Special Education
- 14A.8 Instructional Health Care Assistant

**14B. PERSONNEL – CERTIFICATED**

**EMPLOYMENT (Bojorquez)**

The Board approved/ratified the employment for the following as recommended by staff:

- 14B.1 Special Day Class Teacher – Vanessa Molina-Noriega, La Mirada
- 14B.2 Substitute Preschool Permit Teachers
  - a. Martha Castaneda, Child Development Center
  - b. Hilda Rosales, Child Development Center
- 14B.3 Substitute Teachers
  - a. Sonia Arzola, All Sites
  - b. Vanessa Arzola Olea, All Sites
  - c. Nicole Duncombe, All Sites
  - d. Ivette Esquivel, All Sites
  - e. Randy Hamilton, All Sites
  - f. Christopher Lopez, All Sites
  - g. Belinda Meza, All Sites
  - h. Martha Olivera, All Sites
  - i. Kiseme Parks, All Sites
  - j. Maria Teresa Rodriguez, All Sites
  - k. Jacob Smith, All Sites

**RECRUITMENT (Bojorquez)**

The Board approved/ratified to establish recruitment for the following as recommended by staff:

- 14B.4 Temporary Special Day Class Teachers (Early Childhood Education)

**RESIGNATION (Bojorquez)**

The Board approved/ratified to the resignation for the following as recommended by staff:

- 14B.5 Resource Specialist

**14C. PERSONNEL – MANAGEMENT AND CONFIDENTIAL**

~~**EMPLOYMENT (Bojorquez)**~~

~~Approve the employment for the following as recommended by staff:~~

- ~~14C.1 Fiscal Services Analyst – Daniel Chavez, Business Services - **PULLED**~~

**14D. CURRICULUM & INSTRUCTION**

**14D.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2023-2024 (Little)**

The Board approved the publication of the School Accountability Report Cards for our seven schools for the 2023-24 school year.

**14D.2 3<sup>RD</sup> ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR (Little)**

The Board approved the Third Annual San Ysidro School District Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for April 19, 2024, at the cost of \$5,000.00 from the Title IV Fund and Donations.

**14D.3 SCHOOLWIDE SUBSCRIPTION WITH BRAINPOP FOR THE BRAINPOP ELL PROGRAM** (Little/Ruiz)

The Board approved the schoolwide subscription with BrainPOP for the BrainPOP ELL program for San Ysidro Middle School at the total cost of \$1,395.00 from the Title I Funds.

**14D.4 ENGLISH LEARNER RECLASSIFICATION CRITERIA** (Little)

The Board approved the English Learner District's Reclassification Criteria to be in compliance with the guidelines from the State Board of Education.

**14D.5 EDUCATIONAL FIELD TRIP TO THE BARONA CULTURAL CENTER AND MUSEUM** (Little/Burciaga)

The Board approved the educational field trip to the Barona Cultural Center and Museum for students from Sunset Elementary at the total cost of \$640.00 for transportation services to be paid from the Supplemental and Concentration fund.

**14D.6 PROFESSIONAL DEVELOPMENTS** (Little)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

**14E. BUSINESS****14E.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period December 1, 2023 through December 31, 2023. This includes all agreements along with 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.

**14E.2 EXPENDITURE REPORT** (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of December 1, 2023 through December 31, 2023 for a total expenditure of \$1,685,184.83. This includes all agreements along with 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.

**14E.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.

**14E.4 APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/ AWARDED PURSUANT TO THE CUPCAA PROCESS** (Iniguez)

The Board gave approval and ratification of the construction contracts set forth above for the total amount of \$7,855.00.

**14E.5 ACCEPTANCE OF DONATIONS** (Adrianzen)

The Board accepted donations valued at \$2,500.00 to help support and enrich our educational programs.

**14E.6 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2023-2024** (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the second quarter from October 1, 2023 to December 31, 2023 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 mis-assignments, instructional materials deficiencies or facilities disrepair.

**14E.7 NATIONAL FOUNDATION FOR AUTISM (NFAR) TEACHER'S GRANT FUNDING AGREEMENT 2023-2024 SCHOOL YEAR** (Little/Madera)

The Board approved the Grant Funding Agreement with National Foundation for Autism Research Teacher's and acceptance of Grant No. P-23-T-047 at a total amount of \$500.00 for school year 2023-2024.

**14E.8 MUNICIPAL LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC. FOR EXHIBIT C** (Adrianzen)

The Board approved/ratified the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of a copier related to Exhibit C of the Signa Digital Solutions Agreement. The estimated contract cost is \$14,538.00 to be paid from the General fund.

**14E.9 AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND PRINTERS – EXHIBIT C AND D** (Adrianzen)

The Board approved/ratified Exhibit C and D of the Professional Services Agreement with Signa Digital Solutions for the copiers and printers. The estimated cost of Exhibit C and D is to be determined and paid from the General fund.

**14E.10 AGREEMENT WITH PACIFIC LIFE GROUP TAX SHELTERED 403(B) ANNUITY FOR THE SUPPLEMENTARY RETIREMENT PLAN** (Adrianzen)

The Board approved/ratified the revised Pacific Life Group Tax Sheltered 403(B) Annuity Contract for the implementation of the District's Supplementary Retirement Plan.

**14E.11 NOTICE OF COMPLETION FOR THE SUNSET ELEMENTARY SCHOOL ARTIFICIAL TURF PLAYFIELD REPAIRS PROJECT** (Iniguez)

The Board approved the Notice of Completion for the synthetic turf field repairs project at Sunset Elementary School.

**14E.12 NOTICE OF COMPLETION FOR THE DISTRICT OFFICE AND SUNSET SCHOOL HVAC PROJECTS** (Iniguez)

The Board approved the Notice of Completion for the District Office and Sunset Elementary School HVAC Projects.

**14E.13 MASTER AGREEMENT WITH INFORMATION AND ENERGY SERVICES, INC.** (Iniguez)

The Board approved the master agreement with Information and Energy Services, Inc. an approved firm through RFQ No. 2307 to provide professional consulting services for capital improvement and maintenance projects. The Board authorized staff to finalize agreements with each firm based on the form of contract provided with any minor modifications having legal oversight. The Board authorized the Superintendent or Chief Business Official to execute Work Authorizations for tasks followed by Board ratification and approval.

Board Clerk Martinez made a motion to adjourn the meeting, seconded by Board Member Pallasigue .  
The vote was 5-0.

**15. ADJOURNMENT**            Time: 7:50 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Administration  
Gina A. Potter, Ed.D.,  
Superintendent

Informational  
 Action

**AGENDA ITEM:** 2024 CSBA DELEGATE ASSEMBLY ELECTION

**BACKGROUND INFORMATION:**

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, and administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than 6 million school-age children.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors, Executive Committee, and Delegates ensure that the association reflects the interests of the school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has **8 vacancies**. Attached you will find material regarding elections of representatives from Region 17 to the 2024 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026.

*Note: Region 17 will be losing 2 Delegates due to declining enrollment (One is an appointed seat (Sweetwater 2024 seat- Segura) and the other is one seat from our general election. There will be 8 seats open for elected Delegates in this year's election.*

**RECOMMENDATION:**

Election of the following representatives to the 2024 CSBA Delegate Assembly (8 vacancies):  
Maria Betnacourt-Castaneda (National SD), Eddie Jones (Fallbrook Union HSD)\*, Julie Kelly (Vista USD)\*, Rudy Lopez (San Ysidro SD)\*, Gee Wah Mok (Del Mar Union SD)\*, Dawn Perfect (Ramona USD)\*, Dr. Don Sauter (Jamul-Dulzura Union ESD), Rhea Stewart (Cardiff SD), and Marla Strich (Encinitas Union ESD)\*.

**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

N/A  
(Amount)

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

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **FRIDAY, MARCH 15, 2024**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box. A **PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.**

OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT  
REGION 17  
(San Diego County)

Number of seats: 9 (Vote for no more than 9 candidates)

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*Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026*

*\*denotes incumbent*

- |  |   |
|--|---|
| <input type="checkbox"/> Maria Betancourt-Castaneda (National SD)* | <input type="checkbox"/> Dawn Perfect (Ramona USD)*               |
| <input type="checkbox"/> Eddie Jones (Fallbrook Union HSD)*        | <input type="checkbox"/> Dr. Don Sauter (Jamul-Dulzura Union ESD) |
| <input type="checkbox"/> Julie Kelly (Vista USD)*                  | <input type="checkbox"/> Rhea Stewart (Cardiff SD)                |
| <input type="checkbox"/> Rudy Lopez (San Ysidro SD)*               | <input type="checkbox"/> Marla Strich (Encinitas Union ESD)*      |
| <input type="checkbox"/> Gee Wah Mok (Del Mar Union SD)*           |   |

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

---

*School District Name*

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*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*

**REGION 17 – 23 Delegates (17 elected/6 appointed)◆**

**Director: VACANT**

**Below is a list of all elected or appointed Delegates from this Region.**

**County: San Diego**

- Whitney Antrim (Coronado USD), term expires 2025
- Sabrina Bazzo (San Diego USD)◆, appointed term expires 2025
- Maria Betancourt-Castaneda (National SD), term expires 2024
- Kate Bishop (Chula Vista ESD), term expires 2025
- Stacy Carlson (San Marcos USD), term expires 2024
- Eleanor Evans (Oceanside USD), term expires 2024
- Eddie Jones (Fallbrook Union HSD), term expires 2024
- Julie Kelly (Vista USD), term expires 2024
- Melissa Krogh (Warner USD), term expires 2025
- Rudy Lopez (San Ysidro ESD), term expires 2024
- Elva Lopez-Zepeda (Sweetwater Union HSD), term expires 2025
- Darshana Patel (Poway USD)◆, appointed term expires 2025
- Dawn Perfect (Ramona USD), term expires 2024
- Cody Petterson (San Diego USD)◆, appointed term expires 2025
- Barbara Ryan (Santee SD), term expires 2025
- Nicholas Segura (Sweetwater Union HSD)◆, appointed term expires 2024
- Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2025
- Marla Strich (Encinitas Union ESD), term expires 2024
- Gee Wah Mok (Del Mar Union SD), term expires 2024
- Sharon Whitehurst-Payne (San Diego USD)◆, appointed term expires 2024
- Katrina Young (San Dieguito Union HSD), term expires 2025
- County Delegate:**
  - Guadalupe Gonzalez (San Diego COE), term expires 2025

**County**

San Diego



***REQUIRES BOARD ACTION***

January 31, 2024  
**MEMORANDUM**

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents  
From: Albert Gonzalez, CSBA President  
Re: 2024 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Fri. March 15**

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Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s or county office’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2024.

**For County Boards of Education Only:**

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA’s Delegate Assembly of the county board representative from

your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA. Like the ballot on red paper for the other Delegate seats in your region, it must be postmarked by the U.S. Post Office on or before Friday, March 15, 2024.**

The ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. The results for the county board seat in each region will also be published by May 11, 2024.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2024 – March 31, 2026. The next meeting of the Delegate Assembly takes place on Saturday, May 19 and Sunday, May 20, 2024. Please do not hesitate to contact the Executive Office at [nominations@csba.org](mailto:nominations@csba.org) should you have any questions.

Encs:     Ballot on red paper and watermarked “copy” of ballot on white paper  
          Ballot on green paper and watermarked “copy” of ballot on white paper  
          List of all current Delegates on reverse side of ballot  
          Candidate(s)' required Biographical Sketch Forms and optional resumes  
          CSBA-addressed envelope to send back ballots

## View results

Respondent

80

Anonymous

77:50

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Maria Betancourt-Castaneda

3. Full name \*

Maria Betancourt-Castaneda

4. Region/subregion \*

17



5. Name of District or COE \*

National School District

6. Years on board \*

9 years

7. Profession

Parent/Business Owner

8. Contact number \*

619-846-2305; 619-714-8191

9. Primary email address \*

mbcastaneda@nsd.us

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

As a Board member, I believe my role is to empower and advocate for the students, staff, and parents that I serve. In my second term on the National School District Board, I feel honored to continue supporting the community where I also grew up. I am hard working, organized, reflective, and reliable; and believe that these are strong skills needed to be an effective Delegate. My reputation is one who will provide a voice for all stakeholders, and one who is not afraid to ask difficult questions. I am proud of the growth that we have achieved at the local level since I have been on the Board, and would love to contribute at an even greater level as a Delegate for Region 17.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

Serving as Board President for 2018 and 2022 and Board Clerk for 2017 and 2021 have provided me valuable leadership experience. I would characterize my involvement an active Board member at meetings, visible out at our school sites, and connected with the community. I am a CSBA Master's in Governance graduate, and regularly participate in CSBA workshops, Legislative Action Days, as well as the annual conference. In addition, I am an involved member of the National Association for Latino Elected Officials, and stay well connected with our local legislators. I've also held president and Board positions for the local and conference Youth Football and Cheer program, school PTO, and my neighborhood homeowners association. Serve on our local Lions Club as a member and previously held a board position. More recently, appointed to Candidate Review Committee.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

In addition to academic recovery due to COVID-19 challenges, the biggest challenge facing Governing Boards is securing fair funding from the state. Boards constantly have to balance expenditures for mandates and laws, with local initiatives and programs. Special education and pension increases are just two areas where the state needs to allocate adequate funding to meet mandates. Without fair funding, districts are forced to find ways to cut programs in order to pay for these requirements. CSBA can continue to support local Boards with this effort by suggesting resolutions and policies, expanding the Pacer program, facilitating Legislative Action Days, and supporting improved Delegate communication throughout each region.



## Delegate Assembly Biographical Sketch Form for 2024 Election

**Deadline: Sunday, January 7, 2024 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: EDGAR W JONES Date: 1/23/2024  
230FF563442D49B...

Name: EDGAR W JONES CSBA Region & subregion #: 17  
District or COE: Fallbrook Union High School District Years on board: 3  
Profession: Fire Captain Contact Number ( Cell  Home  Bus.): (760)802-8420  
Primary E-mail: ejones@fuhds.net  
Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: 2023

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I want to continue serving the students of my community as a whole. Serving as a California School Board Association (CSBA) delegate has allowed me to advocate for small school districts and continuing as a delegate will give a voice to smaller districts and others in the region with similar demographics and challenges. I have a strong background in leadership with a Master's in Organizational Leadership. I recently completed the Executive Fire Officer (EFO) program at the National Fire Academy, part of the US Fire Administration. I believe in being proactive whenever possible. My work experiences have allowed me to hone my skills in several areas beneficial to working as a delegate including remaining calm in tense situations and listening to understand versus waiting for a chance to respond.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

I am currently serving as board president of the Fallbrook Union High School District (FUHSD) and as a delegate for Region 17. I served as the trustee representative for FUHSD at the North Coastal Consortium for Special Education in the 22-23 school year. I am an active member of the Fallbrook Rotary Club. In 2022 I started a scholarship for FUHSD students using the compensation I received for serving on the board. To better serve my constituents and FUHSD, I make time to attend CSBA events and professional development whenever possible. I submitted a proposal to present at the 2023 CSBA Annual Education Conference with the superintendent to share the experiences we have had so far this year, which I feel are beneficial to other school districts and board members. Although we were not selected to present, I shared those experiences with other board members from various school districts. I have completed half of the Masters in Governance program.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

School districts and Boards alike have a long list of challenges: funding, infrastructure needs, better focus on student emotional wellness and mental health, hiring enough teachers and school nurses, and paying them enough to stay in the state. CSBA can contribute to help by influencing legislation that directly impacts and addresses any or all of those areas. However, the biggest challenge is that board members may not be serving as long in today's political environment. If more trustees only serve a single term, school districts will suffer from a lack of leadership experience at the board of education level. CSBA can help by providing better and shorter training to new board members immediately after the election cycle or when they take office, think of it as something like Masters In Governance light.

# Delegate Assembly Biographical Sketch Form for 2024 Election



**Deadline: Sunday, January 7, 2024 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Julie Kelly*

Date: January 25, 2024

Name: Julie Kelly CSBA Region & subregion #: 17  
 District or COE: Vista Unified School District Years on board: 3.2  
 Profession: PR and Marketing Contact Number ( Cell  Home  Bus.): (760) 672-2527  
 Primary E-mail: JulieKelly@vistaunifiedusd.org  
 Are you an incumbent Delegate?  Yes  No If yes, year you became Delegate: 2022

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

CSBA is a lifeline for school board trustees and I enjoyed many opportunities to learn, grow, and build relationships as a delegate. It would be my honor to serve again and continue to enhance my board's effectiveness through the delegate role. My skills are summarized on my CV and my prior Biosketch

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am our Board VP, and I serve on numerous committees including visual and performing arts, magnet steering, calendar and council for equity and anti-racism. I am currently on executive board as Secretary for <sup>my</sup> region of CSBA. In the community I work closely with our City Council and I volunteer with Canine Companions.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Chronic and systemic underfunding of education is the biggest challenge facing boards and unfortunately, some more difficult days lie ahead with the CA State Budget cuts. CSBA helps by advocating at the state level and keeping trustees and LEAs informed and educated. It provides a vital link between informing and advocating to its members.

# JULIE KELLY

(760) 672-2527 \* [JulieLynnKelly@gmail.com](mailto:JulieLynnKelly@gmail.com)

## SUMMARY OF QUALIFICATIONS

Business owner with twenty-seven years' experience in leadership, marketing, sales, writing, recruiting and project management. Strong working knowledge of, and passion for, the bicycle and outdoor industries. Particularly skilled in analysis, organization, problem solving, and communicating.

## PROFESSIONAL EXPERIENCE

### Leadership & Project Management

- Elected to serve as Trustee for school district of 20,000 students
- Founded a profitable business with solid year-over-year growth and numerous repeat clients
- Led planning and execution of all Bicycle Retailer & Industry News Dealer Tours since 2012
- Conducted market analysis interviews with bike dealers, cyclists, internal employees, and sales reps
- Hired and trained staff of nine to review broker applications for national wholesale mortgage lender
- Created complex monthly report analyzing company risk and department's productivity
- Served as President, Treasurer, Secretary, and Board Member for numerous PTA Units
- Managed product sampling events in twenty markets for major consumer products company
- Planned and executed advertising, promotions, and public relations strategies for restaurant franchise
- Developed and executed successful plan for representing company at consumer trade show

### Writing & Editing

- Created informative press releases and advised on communications strategy for bike industry clients
- Communicated ideas through effective catalog copy, newsletter articles, blog posts, and emails
- Drafted and published posts for social media outlets on behalf of clients, speaking in their voices
- Won grants for art programs at local school by writing successful proposals as a PTA volunteer
- Wrote content for sales force training presentations, condensing complex information into key points
- Summarized complex procedures in company manual and maintained ongoing updates
- Created original content for client websites, by gathering pertinent information and summarizing it
- Secured major grants from individuals, corporations, and foundations for non-profit humanitarian agency

### Sales

- Negotiated contracts and built strong book of clients for Marvelous Creative Solutions
- Effectively supported numerous outside sales representatives, enabling their sales to increase
- Consistently earned monthly "jackpot" sales goals as Inside Sales Rep at Canari Cyclewear
- Surpassed quarterly sales benchmarks and actively recruited new clients for The Creative Group
- Negotiated recruiting placement fees and contracts with Fortune 500 clients including Kraft Foods and Xerox
- Successfully gained market share for startup nanny agency through networking and cold calling

## WORK HISTORY

School Board Trustee	Vista Unified School District	2020 - present
Principal / Owner	Marvelous Creative Solutions	2011 - present
Board Volunteer (Various Roles)	California State PTA	2007 - 2020
Inside Sales Representative	Canari Cyclewear	2010 - 2011
Director	Crunch Care	2007 - 2009
Supervisor	American Mortgage Network	2001 - 2007
Account Manager / Recruiter	The Creative Group	1999 - 2001
Grant Writer	AmeriCares Foundation	1997 - 1999
Marketing Manager	Bruegger's Bagels	1996 - 1997
Account Executive	Clarion Marketing & Communications	1993 - 1996

## EDUCATION

**Bachelor of Arts:** College of Liberal Arts and Sciences, The University of Connecticut - Storrs, CT  
Completed co-operative education work assignments in Marketing at IBM and General Electric  
Studied abroad in Volgograd, USSR as one of six Samantha Smith Delegates

# Delegate Assembly Biographical Sketch Form for 2024 Election



**Deadline: Sunday, January 7, 2024 | No late submissions accepted**

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to [nominations@csba.org](mailto:nominations@csba.org) by no later than 11:59 p.m. on January 7, 2024. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2024. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Rudy Lopez Date: 1-23-24

Name: <u>Rudy Lopez</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>San Ysidro ESD</u>	Years on board: <u>6</u>
Profession: <u>Administrative</u> Contact Number ( <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>619-581-7491</u>	
Primary E-mail: <u>rodolfo.lopez@sysdschools.org</u>	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, year you became Delegate: <u>2022</u>

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue my role as an advocate for both my district and others across the state. I have over a decade experience in government in addition to being in my second term as a school board member.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am involved in multiple organizations that serve our community. I sit on the board of our Chamber of Commerce, Community Planning Group, YMCA and Little League. I have been a Delegate for 2 years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Full and fair funding is our biggest hurdle and I believe CSBA's continued advocacy is critical to achieving that.

## View results

Respondent

38

Anonymous

22:33

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Dawn Perfect

3. Full name \*

Dawn Perfect

4. Region/subregion \*

17



5. Name of District or COE \*

Ramona Unified

6. Years on board \*

15 years

7. Profession

Executive Director

8. Contact number \*

760.788.1983

9. Primary email address \*

dawnperfect@att.net

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

CSBA is the strongest voice representing school boards in shaping education policy for the state of California and I am eager to participate in that process. I have excellent communication and networking skills and will work diligently to serve and represent Region 17 member districts at the Delegate Assembly. There is tremendous value in our ability to share our collective experiences, gather information, and articulate the unique needs of the 42 San Diego districts to the statewide CSBA organization.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I have participated in multiple working groups establishing CSBA's policy platform. Additionally, I have served on the CSBA Nominating Committee in 2016 & 2020 and served several years as the Treasurer for San Diego Region 17

Masters in Governance

CSBA Annual Education Conference - Attendee 15 years

San Diego County Superintendent's Achievement Gap Task Force

Grossmont/Cuyamaca College District Educational Master Plan participant

CSBA Golden Bell Validator

CIF Coordinating Council

District Budget Steering & 7-11 Facilities Committees, School Site Council, PTSA & Booster Clubs

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

One of the biggest challenges facing governing boards is maintaining local control. No one knows the needs of a school district better than the locally elected trustees of that district. There is no one-size-fits-all in education. CSBA can help by advocating for local control at the state level whenever there is an issue of legislation or mandates.

View results

Respondent

64 Anonymous

59:48

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Dr. Don Sauter

3. Full name \*

Dr. Don Sauter

4. Region/subregion \*

17



5. Name of District or COE \*

Jamul-Dulzura Union School District

6. Years on board \*

1

7. Profession

Retired School Administrator

8. Contact number \*

619-808-5447

9. Primary email address \*

drdon@eccf.us

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

As a School District Administrator, I worked many years with school boards in numerous districts throughout California as the secretary to the board. The biggest highlight from that time, was when I was assistant superintendent in Eureka when we became a Lighthouse District, and Newton Steward brought others to see our brand new Regional Occupation Program.

Currently, I am focused on Small School Districts and how CSBA and the State of California can better support them in doing the work that we all do of educating each and every child.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

On our local school board I am on the policy update committee and the budget committee. I am currently the clerk for the board for 2024.

In the community I am a pastor of a local church, the Past Exalted Ruler for the El Cajon Lodge 1812 of the Elks. I am the only person elected twice to be the Exalted Ruler of the El Cajon Elks.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

I attended AEC in San Francisco recently. I am very impressed with the presenters that talked about the changes in student population. CSBA worked hard to get people who were student advocates as presenters. I especially enjoyed the State Treasurer and State Controller who's presentation was excellent.

Small School District Representation, Support, and Voice is the biggest challenge facing us right now. For example at AEC (both in San Diego in 2022 and San Francisco in 2023) a larger room and better microphones for small school district break out sessions needs to be a focus because there has not been enough room for all who want/need to attend to sit and/or hear what is being said. CSBA should also consider having the registration fee be on a sliding scale based on ADA.

## View results

Respondent

83

Anonymous

05:07

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Rhea Stewart

3. Full name \*

Rhea Stewart

4. Region/subregion \*

17



5. Name of District or COE \*

Cardiff Elementary School District

6. Years on board \*

3

7. Profession

Math Curriculum Developer/Educational Publishing

8. Contact number \*

760-803-5848

9. Primary email address \*

Rhea.Stewart@cardiffschools.com

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

One my personal goals as a board member goal is to serve my region through the delegate assembly. It's the opportunity to meet other board members, learn about how CSBA works at the state level, and bring back innovative ideas and new processes to my board colleagues.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I am starting my fourth year as a board member in the Cardiff Elementary School District, serving as president for three years. One of my board responsibilities is serving on the District's negotiation team. I belong to our coastal school district Board Collaborative, where North County San Diego board members meet quarterly to discuss our work. I completed the Masters in Governance in 2021, and I have completed CBSA's Board President and Experienced Board Member workshops. I served on the Cardiff and San Dieguito Independent Citizens Oversight Committees, supporting both districts' general obligation bonds. In addition to my school board work, I work in educational publishing, developing K-12 math content.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

Student achievement is one of the challenges facing all California school boards. It is our responsibility to help each student learn and succeed.

## View results

Respondent

53

Anonymous

34:26

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Marla Strich

3. Full name \*

Marla Strich

4. Region/subregion \*

17



5. Name of District or COE \*

Encinitas Union ESD

6. Years on board \*

25

7. Profession

Retired

8. Contact number \*

760-519-7882

9. Primary email address \*

marla.strich@eusd.net

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

It continues to be an honor to serve as a CSBA delegate, helping to formulate policy for the association, as well as assisting school boards throughout California in their vital work. I am a passionate advocate for public education, having traveled numerous times to Sacramento and Washington D.C. with CSBA, to advocate on behalf of public education. I am a "big picture" thinker, and make decisions within that context in order to ensure that our actions benefit and include the greatest number of students. I am an articulate speaker, and have experience in dealing with the media. I have been privileged to participate on CSBA's Nominating Committee, ensuring that the association has the best possible leadership as it moves into the future. Most recently I have been appointed to the 2024 CSBA AEC Planning Committee.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I have served on the EUSD Board for 25 years. During my tenure I have been Board President six times. As noted above, I have attended legislative advocacy sessions as part of CSBA. I am a continuous learner, having completed the Masters in Governance program twice, and look forward to continuing my learning with participation in webinars, the Annual Education Conference, and other opportunities such as the CSBA/ACSA Coast to Coast advocacy conference in Washington, D.C. I serve as Legislative Chairperson for the San Diego County School Boards Association. I have consistently attended CSBA's AEC, and have presented at AEC. I have also attended CSBA's Leadership Conferences. My greatest honor is having been part of the team named as the first ever Golden Gavel Governance Team of the Year Award.

I have a long history of leadership in my community, serving as EUSD's school bond campaign co-chair, school site council chair, PTA Legislative Vice President, and San Dieguito Academy High School Foundation President. I am serving in a leadership capacity for FIRST Robotics, serving as tournament director for San Dieguito High School Academy's team.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

We must continue to defend and promote public education as the keystone of a democratic society. This is particularly important in a divisive political climate. We must ensure that public education is fully and fairly funded in California, so we can provide the world class, forward-looking education that our children deserve. We need to meet the needs of the whole child, including social emotional and mental health needs. Our advocacy efforts and educational efforts are critical in making this happen.

## View results

Respondent

76

Anonymous

42:35

Time to complete

1. I have been... \*

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected \*

Gee Wah Mok

3. Full name \*

Gee Wah Mok

4. Region/subregion \*

17



5. Name of District or COE \*

Del Mar Union School District

6. Years on board \*

5

7. Profession

Attorney

8. Contact number \*

(858) 755-9301

9. Primary email address \*

gmok@dmsud.org

10. Are you an incumbent Delegate? \*

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. \*

I am interested in continuing as a Delegate because I believe CSBA is a valuable partner to help my goal of providing the highest quality education at all our local school districts. An attorney by trade, I am an effective advocate that understands how to solve problems collaboratively and thoughtfully. I am respectful and work well with others. I enjoy listening to all perspectives which I believe leads to more informed decision-making.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. \*

I am in my fifth year on my school board and am serving in my second year as Board President. I am in my third year as a Delegate. I came to my board after helping lead our community's efforts in passing a facilities bond measure, which funded the building of two new schools and many other facilities improvements. I am an active volunteer in my son's classroom and also coach his soccer team. I regularly attend CSBA workshops and have completed the Masters in Governance series. I have previously spoken at the Annual Education Conference regarding the Asian American student experience and strongly believe students of all backgrounds and experiences should feel welcome and a sense of belonging at school.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? \*

I still find that one of the biggest challenges is the continued politicization and polarization of school board meetings. It is challenging for governance teams to manage the current political climate when regular topics of discussion are sensitive and can lead to disruption and hostility from the public. I find CSBA and Delegates from Region 17, in particular, to be incredibly useful resources to share experiences and best practices when confronted with difficult situations. CSBA workshops and written guides have proven to be very helpful and CSBA could continue to update their materials and offer additional trainings.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Human Resources  
Manuel Bojorquez, Director

Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2024 CSEA PARAEDUCATOR CONFERENCE

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**BACKGROUND INFORMATION:**

The San Ysidro School District and California School Employees Association enter this Memorandum of Understanding regarding the 2024 CSEA Paraeducator Conference. Both parties came together to discuss the Expanded Learning Opportunity funds set aside for paraprofessionals (Instructional Aides, Instructional Aide, SPED, and Instructional Health Care Assistants). Up to seven paraprofessionals shall be given the option to attend the 2024 CSEA Paraeducator Conference depending on the availability of substitute coverage. The District shall cover the expenses for any paraprofessional who attends.

**RECOMMENDATION:**

Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the 2024 CSEA Paraeducator Conference.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

---

Renewal     New     Amendment     Ratify     Other

Financial Implications?

Yes     No

Are funds for this item available in the 2023-2024 Budget?

Yes     No

Requisition #

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\$
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(Amount)

--

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
SAN YSIDRO SCHOOLDISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
SAN YSIDRO CHAPTER #154 (CSEA)**

January 30, 2024

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter#154 ("CSEA") hereby enter this Memorandum of Understanding ("MOU") regarding the CSEA Paraeducator Conference.

**WHEREAS** the parties have come together to discuss the Expanded Learning Opportunity funds set aside for paraprofessionals (Instructional Aides, Instructional Aide, SPED, and Instructional Health Care Assistants).

**NOW THEREFORE**, the Parties agree as follows:

1. Up to seven paraprofessionals shall be given the option to attend the 2024 CSEA Paraeducator Conference depending on the availability of substitute coverage.
2. The District shall cover the cost of the conference, lodging, meals and travel/mileage for any paraprofessional who attends the 2024 CSEA Paraeducator Conference.
3. The District shall work with the Association President to determine the selection of paraprofessionals to attend the conference.

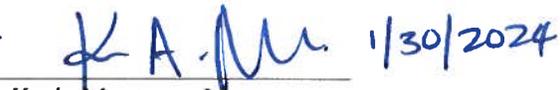
This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

Dated: January 30, 2024

DISTRICT:

CSEA:

  
Manuel Bojorquez  
Executive Director of Human Resources  
San Ysidro School District

  
Karla Montanez Meza  
CSEA Chapter President  
San Ysidro #154

  
Jack Metivier  
CSEA, Labor Relations Representative

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Human Resources  
Manuel Bojorquez, Director

Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 23/24-0025

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**BACKGROUND INFORMATION:**

Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2023-2024 school year. The following employee is affected by this resolution:

- Eriberto Garcia – San Ysidro Middle School – Computer Science

**RECOMMENDATION:**

Approve/ratify the adoption of Resolution No. 23/24-0025 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b).

---

**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 2023-2024 Budget?

Requisition #

Yes     No

Yes     No

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(Amount)

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION NO. 23/24-0025**

**RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS**

**WHEREAS**, California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

**WHEREAS**, the San Ysidro School District has a need for a qualified single subject teacher.

**WHEREAS**, Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

**WHEREAS**, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2023-2024 school year; and

**WHEREAS**, Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2023-2024;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2023-2024 school year, pursuant to the provisions of California Education Code Section 44256(b).

**ADOPTED** by the Governing Board of the San Ysidro School District at a regular meeting of said Board on February 13, 2024 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN DIEGO )

I, Antonio Martinez, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

\_\_\_\_\_  
Antonio Martinez  
Clerk to the Governing Board



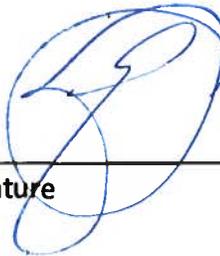
Quality education and opportunity for all students to succeed

My signature below confirms that I have consented to the following assignment for the 2023/2024 school year:

Computer Science

Eruberto Garcia

Print Name



Signature

2/5-24

Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Russell Little,  
Assistant Superintendent of  
Educational Leadership and  
Pupil Services

Informational  
 Action

**AGENDA ITEM:** ARTS, MUSIC, INSTRUCTIONAL MATERIALS DISCRETIONARY BLOCK GRANT BUDGET PLAN

**BACKGROUND INFORMATION:**

A block grant was provided to the San Ysidro School District--"Music and Instructional Materials Block Grant"

**The allocations for the San Ysidro School District are as follows:**

- The Arts, Music and Instructional Materials Discretionary Block Grant \$ 2,469.495 for use until the end of June 2026

**Staff has carefully considered the following:**

- Allowable uses and duration of funds
- Continuation and expansion of critical supports provided originally through pandemic funds (Expanded Learning Opportunity Grant and ESSER I, II, and III) as those funds expire soon • Utilization of funds to maximize the District’s fiscal health and ensuring services for students are optimum
- Focusing on needed student supports
- Adding new supports aligned with funds and District’s instructional and operational plans to ensure coherence

**Learning Recovery Emergency Block Grant - Allowable Uses of Funds**

- Increasing or stabilizing instructional learning time
- Decreasing or stabilizing staff-to-pupil ratios
- Learning supports such as tutoring
- Pupil supports to address other barriers to learning, such as counseling or mental health services, or access to school meals
- Instruction for credit-deficient students to complete graduation or promotion requirements and improve college eligibility
- Additional academic services such as progress monitoring and benchmark assessments

**RECOMMENDATION:**

Approve the Arts, Music, Instructional Materials Discretionary Block Grant Budget Plan.

**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

\$2,469,495.00

(Amount)

Art, Music and Instructional Materials  
Discretionary Block Grant

(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# Music and Instructional Materials Block Grants Expenditure Plan

**Governing Board Meeting  
February 13 2024  
San Ysidro School District**

## **Background**

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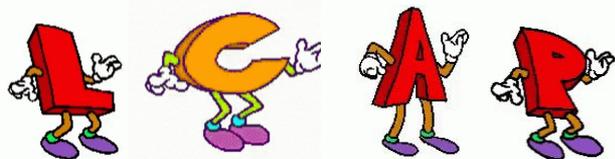
## Arts, Music and Instructional Materials Discretionary Block Grant

The Arts, Music, and Instructional Materials Discretionary Block Grant was initiated by AB 181 and signed by Governor Newsom on June 30, 2022. The funds may be used in the following areas:

1. Obtaining standards-aligned professional development and instructional materials for specified subject areas.
2. Obtaining professional development and instructional materials for improving school climate;
3. Developing diverse, culturally relevant and multilingual school library book collections;
4. Operational costs, including retirement and health care cost increases; and
5. COVID-19-related costs necessary to keep pupils and staff safe and schools open for in-person instruction.

These funds are available for encumbrance through the 2025–2026 fiscal year. Section 134(c) provides that LEAs “are encouraged, but not required” to “proportionally use” their allocation for the five purposes enumerated in Section 134(a)(1)–(5) (CDE website).

<b>Allocation Plan</b>	<b>Description</b>	<b>Duration</b>	<b>Allocation (\$)</b>
Instructional Materials	Purchase textbooks and other instructional materials for Math Adoption	Through 2026	\$384,748.00
Pupil Support	Provide Mental Health and School Social Work Services	Through 2026	\$384,747.00
Pension Relief	Provide funding to cover escalating increases in STRS/PERS employer pension contributions	Through 2026	\$1,700,000
<b>Total Budget Plan</b>			<b>\$2,469,495</b>



# SYSD Mid-Year LCAP Update Board Presentation

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**February 13, 2024**

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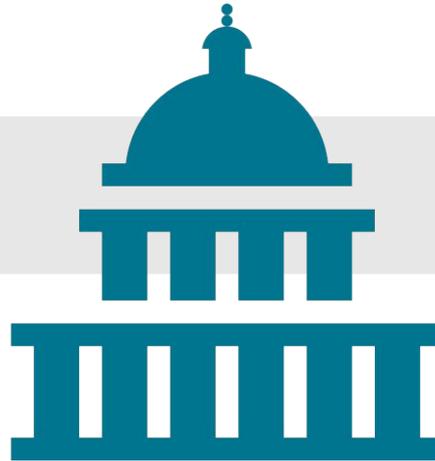
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# Background

Historic  
funding for  
education



Expectation of additional  
accountability from  
the Legislature



Senate Bill 114,  
Sec. 61, [EC52062](#) - LCAP mid-year  
report to the board  
(Sec. 42, [EC47606.5](#) - Charter;  
Sec. 67, [EC52068](#) - COE)



# Requirements

Annually by February 28, must present the following at a regularly scheduled board meeting:



A report on the Annual Update to the **LCAP**



A report on the LCFF **Budget Overview for Parents**



All available mid-year **outcome data** related to metrics identified in the current year LCAP



Mid-year **expenditure & implementation data** on actions identified in the current year LCAP

# What is the LCAP?

The LCAP is a tool for local educational agencies to set a district-level plan that describes the goals, plan actions, services and leverage resources to meet those goals. It is written to improve and support positive student outcomes.

It is our district's opportunity to share stories of how, what, and why programs and services are selected to meet their local needs.

# Update to the Budget Overview for Parents



## 2023-24 Adopted LCAP/Budget & 2023-24 First Interim Budget Comparison

Projected General Fund Revenue	2023-24 Adopted LCAP/Budget	2023-24 First Interim Budget
Total LCFF	\$57,666,538	\$57,536,864
LCFF Supplemental & Concentration Grant <i>(included in total LCFF)</i>	\$14,690,526	\$14,524,479
All Federal Funds	\$3,022,262	\$7,095,214
All other State Funds	\$10,870,115	\$11,389,262
All Local Funds	\$3,134,219	\$3,502,759
Total Projected Revenue	\$74,693,134	\$79,524,099



All available mid-year  
**outcome data** related  
to metrics identified in  
the 23-24 LCAP

# LCAP Goal 1

**Improve student achievement for all students and accelerate student learning increases for English learners and students with disabilities.**

# LCAP Goal 1 - Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update																																				
<p>Academic Indicator --Local Measure</p> <p>LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard</p>	<p>2020-21 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard</p> <table border="0"> <tr> <td>GR K-2</td> <td>GR 3-8</td> </tr> <tr> <td>ALL: 60%</td> <td>ALL: 35%</td> </tr> <tr> <td>EL: 56%</td> <td>EL: 18%</td> </tr> <tr> <td>SWD: 52%</td> <td>SWD: 17%</td> </tr> </table>	GR K-2	GR 3-8	ALL: 60%	ALL: 35%	EL: 56%	EL: 18%	SWD: 52%	SWD: 17%	<p>By June 2024, as measured by students scoring at meets or exceeds standard on the LEA Common Assessment for English Language Arts, as follows:</p> <table border="0"> <tr> <td>GR K-2</td> <td>GR 3-8</td> </tr> <tr> <td>ALL: 69%</td> <td>ALL: 45%</td> </tr> <tr> <td>EL: 69%</td> <td>EL: 33%</td> </tr> <tr> <td>SWD: 69%</td> <td>SWD: 33%</td> </tr> </table>	GR K-2	GR 3-8	ALL: 69%	ALL: 45%	EL: 69%	EL: 33%	SWD: 69%	SWD: 33%	<table border="0"> <tr> <td><b>Unit 1 ELA</b></td> <td></td> </tr> <tr> <td><b>GR K-2</b></td> <td><b>GR 3-8</b></td> </tr> <tr> <td><b>ALL: 51%</b></td> <td><b>ALL: 50.7%</b></td> </tr> <tr> <td><b>EL 47.4%</b></td> <td><b>EL: 32.4%</b></td> </tr> <tr> <td><b>SWD: 44.6%</b></td> <td><b>SWD: 31.5%</b></td> </tr> <tr> <td><b>Unit 2 ELA</b></td> <td></td> </tr> <tr> <td><b>GR K-2</b></td> <td><b>GR 3-8</b></td> </tr> <tr> <td><b>ALL: 72.8%</b></td> <td><b>ALL: 53.4%</b></td> </tr> <tr> <td><b>EL: 47.4%</b></td> <td><b>EL: 37.7%</b></td> </tr> <tr> <td><b>SWD: 44%</b></td> <td><b>SWD: 47.2%</b></td> </tr> </table>	<b>Unit 1 ELA</b>		<b>GR K-2</b>	<b>GR 3-8</b>	<b>ALL: 51%</b>	<b>ALL: 50.7%</b>	<b>EL 47.4%</b>	<b>EL: 32.4%</b>	<b>SWD: 44.6%</b>	<b>SWD: 31.5%</b>	<b>Unit 2 ELA</b>		<b>GR K-2</b>	<b>GR 3-8</b>	<b>ALL: 72.8%</b>	<b>ALL: 53.4%</b>	<b>EL: 47.4%</b>	<b>EL: 37.7%</b>	<b>SWD: 44%</b>	<b>SWD: 47.2%</b>
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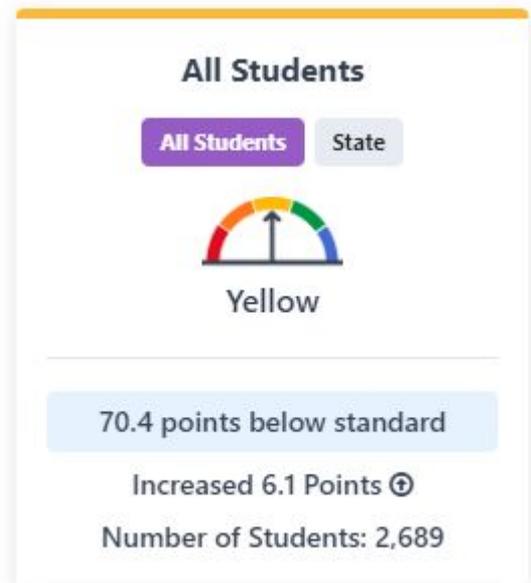
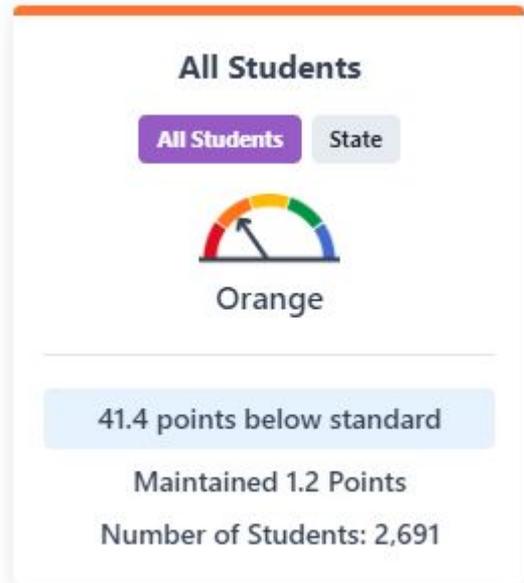
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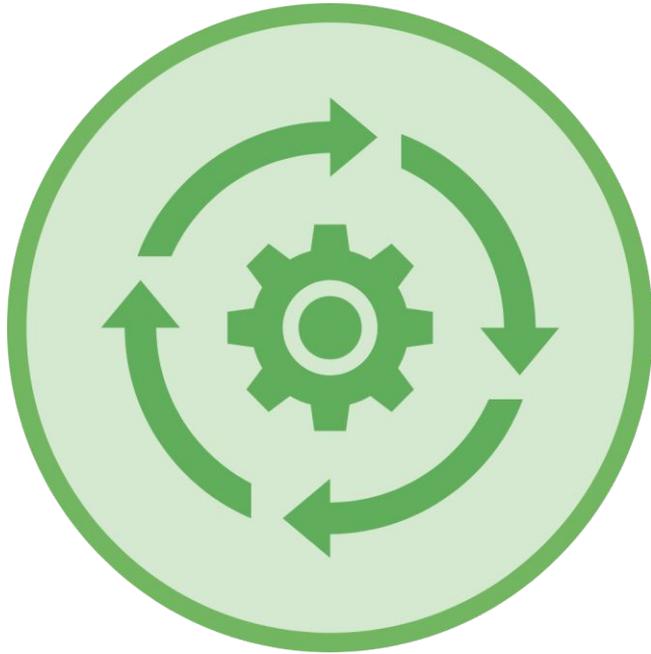
# 2022-23 Dashboard - San Ysidro School District

## Academic Performance

### English Language Arts

### Mathematics





Mid-year  
**expenditures and  
implementation**  
data on **actions**  
identified in the  
current LCAP

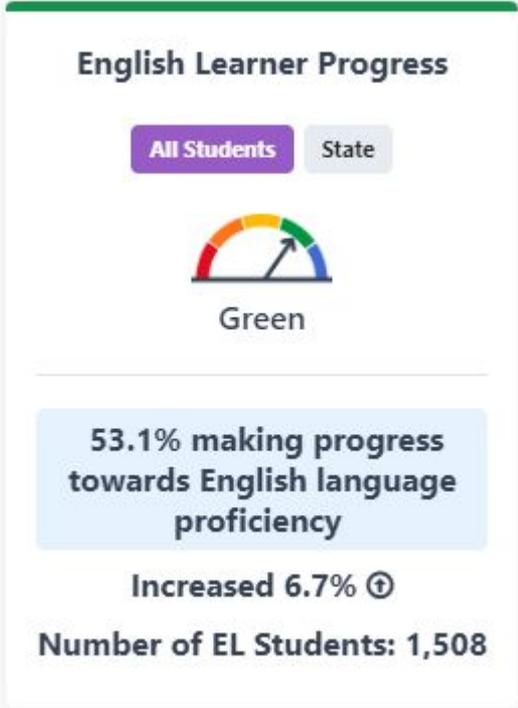
# LCAP Goal 2

Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners(ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

# LCAP Goal 2 - Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update														
Pupil Achievement -- Local Measures LEA Common Assessment - ELA Students Scoring at Meets or Exceeds Standard	020-21 LEA Common Assessment - ELA GR K-2 ALL: 60% EL: 56% GR 3-8 ALL: 41% EL: 18%	By June 2024, the LEA Common Assessment data for ELA will indicate the following % of student meeting or exceeding standards: GR K-2 ALL: 69% EL: 69% GR 3-8 ALL: 50% EL: 38%	<b>2023-24 ELA</b> <table border="0"> <tr> <td><b>Unit 1</b></td> <td><b>Unit 2</b></td> </tr> <tr> <td><b>GR K-2</b></td> <td><b>GR K-2</b></td> </tr> <tr> <td>ALL: 51%</td> <td>ALL: 72.8%</td> </tr> <tr> <td>EL: 47.4%</td> <td>EL: 47.4%</td> </tr> <tr> <td><b>GR 3-8</b></td> <td><b>GR 3-8</b></td> </tr> <tr> <td>ALL: 50.7%</td> <td>ALL: 53.4%</td> </tr> <tr> <td>EL: 32.4%</td> <td>EL: 37.7%</td> </tr> </table>	<b>Unit 1</b>	<b>Unit 2</b>	<b>GR K-2</b>	<b>GR K-2</b>	ALL: 51%	ALL: 72.8%	EL: 47.4%	EL: 47.4%	<b>GR 3-8</b>	<b>GR 3-8</b>	ALL: 50.7%	ALL: 53.4%	EL: 32.4%	EL: 37.7%
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# English Learner Progress



# LCAP Goal 3

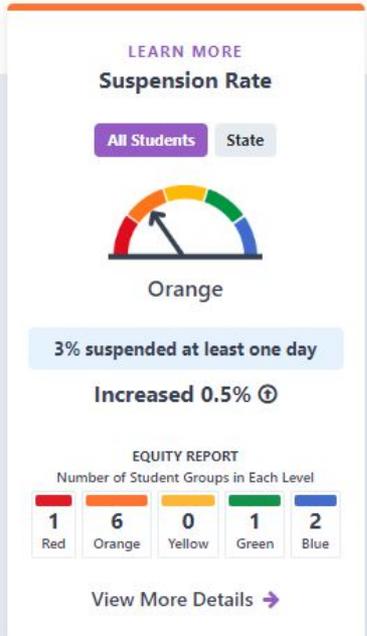
**Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.**

# LCAP Goal 3- Metrics - KNOWN

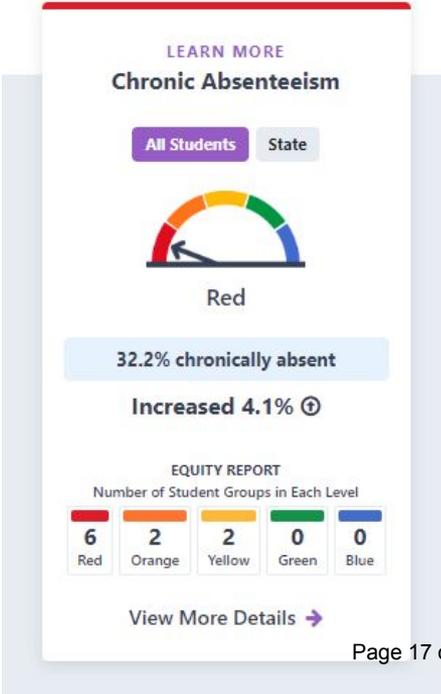
Metric	Baseline	Desired Outcome	Mid-Year Update
<p>School Climate: Suspension Data</p>	<p>2019-20 Data Quest</p> <p>Suspension Rate: 2.5%</p>	<p>By June 2024, the suspension rate will have decreased and be at 1% or lower.</p>	<p>Update on Next Slide</p>
<p>Pupil Engagement: CA Dashboard Chronic Absenteeism</p>	<p>2018-19 CA Dashboard Data</p> <p>Chronic Absenteeism Rate - 10.1%</p>	<p>By June 2024, chronic absenteeism will decrease for all students, including SWD and McKinney Vento students, by 3% as measured by the CA Dashboard Chronic Absenteeism Rate.</p>	<p>Update on Next Slide</p>
<p>Basic Services: Facility Inspection Tool (FIT Report)</p>	<p>100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)</p>	<p>Maintain 100% of schools with rating of "good" or better -FIT Report</p>	<p>2022-23 FIT Report - All school sites are in Good Rating</p>

# Suspension and Chronic Absenteeism

## Suspension Rate



## Chronic Absenteeism



# LCAP Goal 3- Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update
School Climate:  CHKS Survey	CHKS Survey Data 2020-21  <b>School Engagement &amp; Supports</b> School Connectedness 58% Monthly Absences (3+) 3% Caring Adult Relationships 58% Facilities Upkeep 76% <b>School Safety</b> School safe or very safe 68% Experienced Harassment/Bullying 8% Rumors or lies spread about you 20% Seen a weapon on campus 7% <b>Substance Abuse</b> Current alcohol or drug use 4% Current vaping 1.5%	By June 2024, the data will improve for each area as indicated: <b>School Engagement &amp; Supports</b> School Connectedness +6% Monthly Absences (3+) -3% Caring Adult Relationships +6% Facilities Upkeep +6% <b>School Safety</b> School safe or very safe +6% Experienced Harassment/Bullying -6% Rumors or lies spread about you -6% Seen a weapon on campus -2% <b>Substance Abuse</b> Current alcohol or drug use - 4% Current vaping -1.5%	<b><u>22-23 Healthy Kids Survey</u></b> School Connectedness 51% Monthly Absences (3+) 17% Caring Adult Relationships 57% Facilities Upkeep 75% School Safety School Safe or very safe 51% Experienced Harassment/Bullying 13% Rumors or lies spread about you 14% Seen a weapon on campus 7% Substance Abuse Current alcohol or drug use 5% Current vaping 2%

# LCAP Goal 3- Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update
Pupil Engagement: LEA Attendance Data	2020-21 Attendance Data SYSD 94.35% La Mirada 92.81% Ocean View Hills 95.90% Smythe 92.73% Sunset 94.38% SYMS 94.06%	By June 2024, the local attendance data will indicate a 1.5% increase as measured by our LEA data tracker.	As of January 2024 SYSD 91.81%

# LCAP Goal 4

All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

# LCAP Goal 4- Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update
<b>School Climate: CHKS Survey Data 2020-21</b>	CHKS Survey Data 2020-21 <b>Social &amp; Emotional Health</b> Social emotional distress 24% Experienced chronic sadness /hopelessness 36% Considered suicide 14% Optimism 58% Gratitude 68%	By June 2024, the CHKS survey data will show <b>Social &amp; Emotional Health</b> Social emotional distress -6% Experienced chronic sadness/ hopelessness -6% Considered suicide -6% Optimism +6% Gratitude +6%	<b>CHKS Survey Data 2022-23</b> <b>Social Emotional Health:</b> Social Emotional Distress 23.5% Experienced chronic sadness/ hopelessness 29.5% Considered suicide 13.5% Optimism 44% Gratitude 63%

# LCAP Goal 4- Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update
<b>School Climate Universal Screener</b>	The baseline data for the Universal Screener data will be established during the 2020-21 school year.	By June 2024, the Universal Screener data will show a decrease in the number of students indicated for Tier 2 & Tier 3 supports by 1/6 of the baseline data respectively.	We have had 2 screenings: August 14-25 December 4-15 Last screening will be April 15-26

# LCAP Goal 5

**Increase parent engagement, involvement, and satisfaction with the educational process annually.**

# LCAP Goal 5- Metrics - KNOWN

Metric	Baseline	Desired Outcome	Mid-Year Update
Parent Engagement: Back to School Night Attendance	New Metric for 2021- 22 Baseline to be set in 2022-23	By 2024, SYSD will increase the number of parents attending parent conferences by 25%.	
Parent Engagement: Parent Workshops Targeted Topics	2020-21 Targeted Parent Workshops 8 Special Education Targeted Parent Workshops (4 SELPA & 4 Local) 0 Targeted Workshops for all other Groups	By 2024, SYSD will provide access to workshops 3x annually targeting families of a variety of student groups, including English learners, students with disabilities, military families, foster families and families experiencing homelessness	<p>Aug-Dec. - Teams were deployed to Coffee with the Principal at all school sites to provide workshops on Special Education Topics.</p> <p><b>Some of the topics include:</b></p> <ul style="list-style-type: none"> <li>Separation Anxiety</li> <li>Anxiety</li> <li>Academic Strategies</li> <li>Trauma Informed</li> <li>Fine Motor Handwriting</li> <li>Toilet Training</li> <li>Alternative Dispute Resolution - SELPA</li> </ul>

# 2024-25 LCAP Development

We will continue to implement the 23-24 LCAP, collecting the relevant outcome and expenditure data to evaluate our progress. We look forward to working with all our educational partners as we continue to develop our plan for all students to succeed.

24-25 LCAP Development - Community Engagement Opportunities:

- DPAC/DELAC
- LCAP/DBAC
- SSC/ELAC Meetings
- Coffee With The Principal
- Districtwide Surveys
- Staff meetings/Student Listening Circles
- Empathy Interviews/Street Data

The LCAP will be presented in a Public Hearing at the first regular meeting in June and for adoption at the second meeting in June.

# Closing

The continuing impacts of the COVID-19 Pandemic, including the challenges of hiring staff, implementing health and safety protocols, and addressing learning acceleration needs due to the impacts of distance learning, has presented many challenges the first half of the school year.

Despite these challenges, the San Ysidro School District is committed to implementing the LCAP to provide the necessary services to our students.

We acknowledge, and sincerely thank, the hard work and dedication of our employees, the support of our parents, and the resilience of our students to continue our reach for excellence.

# Thank you



# **Curriculum & Instruction**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
San Ysidro Middle School  
Mairen Ruiz, Interim Principal

Informational  
 Action

**AGENDA ITEM:** KUTA SOFTWARE LICENSE RENEWAL FOR SAN YSIDRO MIDDLE SCHOOL

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**BACKGROUND INFORMATION:**

Kuta Software is a complete educational software that allows teachers and students to access and work on different math-related assignments. One of the key features of Kuta Software is its ability to create custom worksheets and tests for math students. Teachers can choose from a variety of topics, including algebra, geometry and calculus and create worksheets that are tailored to their students' needs.

The interim principal at San Ysidro Middle School is requesting approval to renew the Kuta Software school wide license package, which includes the following:

- Infinite Pre-Algebra
- Infinite Algebra I
- Infinite Algebra II
- Infinite Geometry

The term of this license package is 3 years at the cost of \$1,079.00.

**RECOMMENDATION:**

Approve the renewal of the Kuta Software school wide license package for San Ysidro Middle School at the total cost of \$1,079.00 from the Title I Fund.

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**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 2023-2024 Budget?

Yes    No

Requisition #

**\$1,079.00**  
(Amount)

**Title I fund**  
(Name of funding source and/or location)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No



# KUTA SOFTWARE

6308 Holland Meadow Lane | Gaithersburg, MD 20882-1236  
877.563.2285 | Fax: 866.740.7994 | orders@KutaSoftware.com

# Site License Renewal

Online Estimate  
1/17/2024

San Ysidro Middle School  
4345 Otay Mesa Road  
San Diego, CA 92154  
61-428-5551

Payment  
Purchase Order  
  
Invoice  
maria.gomez@sysdschools.org

Qty	Item Code	Description	Each	Total
1	D/L - IPA - Site	San Ysidro Middle School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAMD-.....-6U5Q (BEING RENEWED)	\$400.00	\$400.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1M7-.....-WE78 (BEING RENEWED)	\$400.00	\$400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEMW-.....-VCEM (BEING RENEWED)	\$400.00	\$400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L	\$400.00	\$400.00
	Renewal Discount	Discount for renewing software.		-\$521.00
		Sales Tax Not Collected	0%	\$0.00
		mayura.vongsavath@sysdschools.org		
<b>*Pricing and license status are subject to review prior to processing.</b>			<b>Total</b>	<b>\$1,079.00</b>

Please send this form along with a copy of your signed purchase order using one of the methods listed below.

Email orders@kutasoftware.com

Fax (866) 740-7994

Mail Kuta Software LLC  
6308 Holland Meadow Ln  
Gaithersburg, MD 20882

**Copy of signed PO form required to process order.**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Educational Services,  Informational  
Russell Little, Assistant Superintendent  Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

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**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 February 13, 2024, Board meeting:

- 2024 Supporting Inclusive Practice (SIP) Inclusion Conference
- Critical Issues Conference
- CSS Canvas
- Deborah Salyer
- DWK: Developer Fees Webinar
- Project GLAD Part 1: Research and Theory Foundations
- San Diego Transformative SEL Symposium
- SANDCASE: Dyslexia: Are Your Teams Ready?
- School Climate Conference
- Solution Focused Counseling in School
- South County Educator Collaborative: Maximizing Outcomes for Students with Disabilities

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.

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**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?

Yes     No

Are funds for this item available in the 2023-2024 Budget?

Yes     No

Requisition #

APPROXIMATE COST

**\$8,234.59**

(Amount)

General, Title I, Title III, Special Education & MAA Funds

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Professional Development Backup Information – February 13, 2024**

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Marianna Rochin, Josefina Villegas	2024 Supporting Inclusive Practice (SIP) Inclusion Conference	Online	May 9-10, 2024	\$0	N/A
Oscar Madera, Denise Villezcas	Critical Issues Conference	Palm Springs, CA	November 13-15, 2024	\$5,000.00	Special Ed. Fund
Dinah Marrujo	CSS Canvas Course	Online	July 1, 2024	\$99.00	MAA Fund
Claudia Montes	Deborah Salyer	SDCOE	February 2, 2024	\$0	N/A
Marilyn Adrianzen, Patricia Caro	DWK: Developer Fees Webinar	Online	March 21, 2024	TBD	General Fund
Emily Gross, Jonatan Lopez Matthew Miramon	Project GLAD Part 1: Research and Theory Foundations	SDCOE	April 10-11, 2024	\$1,500.00  (+ Sub Teacher compensation)	Title III Fund
Brianna Minton	San Diego Transformative SEL Symposium	TBA	February 29, 2024	\$0	N/A
Oscar Madera, Rick Quintana, Denise Villezcas	SANDCASE: Dyslexia: Are Your Teams Ready?	SDCOE	March 15, 2024	\$0	N/A
Ana Guzman, Grecia Agundez	School Climate Conference	Temecula, CA	April 24-26, 2024	\$1,635.59	Title I Fund

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Lupita Garcia, Edith Arciga, Alan Garcia Zamora, Stephanie Wooden	Solution Focused Counseling in School	TBD	February 8 & 15, 2024	\$0	N/A
Oscar Madera, Rick Quintana, Denise Villezcas, Marianna Rochin, Josefina Villegas	South County Educator Collaborative: Maximizing Outcomes for Students with Disabilities	Chula Vista	February 28, 2024	\$0	N/A



**Business**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 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 #7 (January 1, 2024 through January 31, 2024):   ▪ General Fund: 0000011010-0000011020, 0000011023-0000011042, 0000011044, 0000011049-0000011068, 0000011070, 0000011072, 0000011074-0000011076, 0000011078-0000011080, 0000011082-0000011091   ▪ Child Development Fund: 0000011045-0000011048, 0000011073   ▪ Child Nutrition Fund – 0000011043   ▪ Building Measure U Fund: 0000011021-0000011022, 0000011069.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period January 1, 2024 through January 31, 2024. This includes all agreements along with 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 #

\$548,182.09  
(Amount)

As listed above  
(Name of funding source and/or location)

Recommended for:    Approval    Denial   Certification Requested    Yes    No

## PURCHASE ORDER REPORT (01/01/24 - 01/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/2/2024	0000011010	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	5630000	4300001	050	452.26
1/2/2024	0000011011	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	352.87
1/2/2024	0000011012	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	162.34
1/2/2024	0000011013	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	823.02
1/3/2024	0000011014	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	778.35
1/3/2024	0000011015	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	7,984.54
1/3/2024	0000011016	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,499.71
1/3/2024	0000011017	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300013	061	3,706.51
1/5/2024	0000011018	003313	BEST BUY	OFFICE EQUIPMENT	0100	0000000	4400000	064	5,378.87
1/5/2024	0000011019	001161	HOME DEPOT	OFFICE MATERIALS	0100	5630000	4300001	050	2,000.00
1/8/2024	0000011020	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0982000	4300011	074	177.09
1/8/2024	0000011020	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300007	070	131.36
1/8/2024	0000011023	0000001033	EHM ARCHITECTURE, INC.	CONTRACTED SERVICES	0100	9010401	6200015	316	16,020.00
1/8/2024	0000011024	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	2,975.00
1/8/2024	0000011025	0000000862	EINSTEIN BROS BAGELS	CONTRACTED SERVICES	0100	0000000	4300015	061	3,781.35
1/8/2024	0000011026	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	3,595.00
1/9/2024	0000011027	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	918.06
1/9/2024	0000011028	001161	HOME DEPOT	OFFICE EQUIPMENT	0100	0000000	4400000	025	762.88
1/9/2024	0000011029	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	025	1,000.00
1/10/2024	0000011030	0000001057	DOUBLETREE SUITES BY HILTON	CONTRACTED SERVICES	0100	4203000	5200003	061	11,897.46
1/11/2024	0000011031	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	4203000	5200003	061	5,000.00
1/11/2024	0000011032	0000001054	CYNTHIA M FRAZEE	PROFESSIONAL SERVICES	0100	0000000	5800010	062	5,000.00
1/11/2024	0000011033	003649	SAN DIEGO COUNTY VECTOR	PROFESSIONAL SERVICES	0100	8150000	5600005	070	127.40
1/11/2024	0000011034	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	265.39
1/11/2024	0000011035	0000000545	ALLIANCE FOR AFRICAN ASSISTANCE	PROFESSIONAL SERVICES	0100	6500000	5800010	054	75.00
1/11/2024	0000011036	0000000822	FITS - PT	PROFESSIONAL SERVICES	0100	6500000	5800010	054	4,250.00
1/11/2024	0000011037	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	5800010	022	6,000.00
1/11/2024	0000011038	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	99.07
1/12/2024	0000011039	0000001052	SIGNA DIGITAL SOLUTIONS, INC	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	323.25
1/12/2024	0000011039	0000001052	SIGNA DIGITAL SOLUTIONS, INC	TECHNOLOGY SUPPLIES	0100	0000000	5800006	067	210.11
1/12/2024	0000011040	0000000745	SCREENCASTIFY, LLC	PROFESSIONAL SERVICES	0100	0000000	5800006	067	7,123.00
1/16/2024	0000011041	0000001058	SATURN ELECTRIC, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	1,285.00
1/16/2024	0000011042	0000000499	SCHOOLOUTLET.COM	INSTRUCITONAL MATERIALS	0100	6500200	4300001	054	238.80
1/18/2024	0000011044	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	193.93
1/21/2024	0000011049	0000000891	USI, INC.	OFFICE SUPPLIES	0100	0000000	4300000	012	272.84

## PURCHASE ORDER REPORT (01/01/24 - 01/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/21/2024	0000011050	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	54.94
1/21/2024	0000011051	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	312.53
1/21/2024	0000011052	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	328.56
1/21/2024	0000011052	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	119.14
1/21/2024	0000011053	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	495.09
1/22/2024	0000011054	0000000648	THE ED LADDER	CONTRACTED SERVICES	0100	3010000	5800010	014	3,604.00
1/22/2024	0000011055	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	111.05
1/22/2024	0000011056	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	4203000	5200003	061	6,000.00
1/22/2024	0000011057	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	025	1,248.57
1/22/2024	0000011058	004628	FOLLETT SCHOOL SOLUTIONS,INC	LIBRARY SUPPLIES	0100	0000000	4300006	061	3,827.28
1/22/2024	0000011059	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	430.99
1/22/2024	0000011059	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300010	054	392.75
1/22/2024	0000011059	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	62.49
1/22/2024	0000011060	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300001	054	301.59
1/22/2024	0000011061	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	061	323.24
1/23/2024	0000011062	004701	TUCOR INC	CONTRACTED SERVICES	0100	8150000	5600005	068	290.00
1/23/2024	0000011063	001425	STATE WATER RESOURCES	PROFESSIONAL SERVICES	0100	8150000	5800006	070	1,651.00
1/23/2024	0000011064	004045	EDUPOINT EDUCATIONAL SYSTEMS	MAINTENANCE AGREEMENT	0100	0000000	5800006	067	6,854.17
1/23/2024	0000011065	0000001062	IMAGINE CREATIVE SERVICES LLC	PROFESSIONAL SERVICES	0100	0000000	4300001	016	2,760.00
1/23/2024	0000011066	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	1,283.59
1/23/2024	0000011067	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	204.32
1/23/2024	0000011068	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	208.86
1/24/2024	0000011070	0000000827	C&C GLASS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,760.00
1/25/2024	0000011072	004678	AMAZON CAPITAL SERVICES	MEDICAL SUPPLIES	0100	0000000	4300010	025	201.15
1/25/2024	0000011074	0000000929	NATIONAL CITY TROPHY	AWARDS & INCENTIVES	0100	0000000	4300011	064	5,000.00
1/25/2024	0000011075	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300000	020	96.96
1/25/2024	0000011076	001161	HOME DEPOT	MAINTENANCE EQUIPMENT	0100	8150000	4300007	070	511.81
1/29/2024	0000011078	0000000716	POWERSCHOOL GROUP LLC	PROFESSIONAL SERVICES	0100	0982000	5800006	074	1,238.55
1/29/2024	0000011079	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	5800000	071	328,358.00
1/30/2024	0000011080	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	700.11
1/30/2024	0000011080	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	439.40
1/30/2024	0000011080	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	323.09
1/30/2024	0000011082	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300013	025	311.26
1/30/2024	0000011083	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	911.61
1/30/2024	0000011084	0000000671	IXL LEARNING INC.	REGISTRATION FEES	0100	0000000	5200003	025	105.00

PURCHASE ORDER REPORT (01/01/24 - 01/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/31/2024	0000011085	0000001066	LUMUS LEARNING	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	4,242.12
1/31/2024	0000011086	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	3,124.75
1/31/2024	0000011087	0000000857	POSTER STUDIO EXPRESS	OFFICE SUPPLIES	0100	0000000	4300000	012	905.04
1/31/2024	0000011089	004678	AMAZON CAPITAL SERVICES	INSTRUCITONAL MATERIALS	0100	0000000	4300001	022	143.87
1/31/2024	0000011090	001295	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES	0100	0000000	4300011	025	405.13
1/31/2024	0000011091	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	8150000	5200003	070	100.00
<b>Total for 0100</b>									<b>474,602.47</b>
1/21/2024	0000011045	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	5210000	4300001	076	549.07
1/21/2024	0000011045	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	313.10
1/21/2024	0000011046	000146	LAKESHORE	INSTRUCITONAL MATERIALS	1200	9024002	4300001	076	3,253.35
1/21/2024	0000011047	000376	MIRACLE RECREATION EQUIPMENT	PLAYGROUND SUPPLIES	1200	6105000	4300001	076	568.28
1/21/2024	0000011048	004678	AMAZON CAPITAL SERVICES	INSTRUCITONAL MATERIALS	1200	9024002	4300001	076	9,906.89
1/25/2024	0000011073	000146	LAKESHORE	CLASSROOM MATERIALS	1200	5210000	4300001	076	163.76
<b>Total for 1200</b>									<b>14,754.45</b>
1/18/2024	0000011043	0000000544	HEARTLAND SCHOOL SOLUTIONS	CONTRACTED SERVICES	1300	7032000	4300070	085	10,747.00
<b>Total for 1300</b>									<b>10,747.00</b>
1/8/2024	0000011021	000000030A	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	2133	9010309	6200000	316	3,058.83
1/8/2024	0000011022	000000030B	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	2133	9010309	6200000	312	5,019.34
1/24/2024	0000011069	0000001065	SCHOOL FACILITY CONSULTANTS	PROFESSIONAL SERVICES	2133	9010300	6200050	380	40,000.00
<b>Total for 2133</b>									<b>48,078.17</b>
<b>Grand Total</b>									<b>548,182.09</b>



Expenditure Report  
1/1/2024-1/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14101247	VECTOR USA	1/4/2024	8097.23	0100	PROFESSIONAL SERVICES
14101248	BMR HEALTH SERVICES, INC	1/4/2024	61200.00	0100	PROFESSIONAL SERVICES
14101249	MY PT SAN DIEGO	1/4/2024	15552.45	0100	PROFESSIONAL SERVICES
14101250	CSM CONSULTING INC.	1/4/2024	1500.00	0100	CONTRACTED SERVICES
14101251	ATLAS ENVIRONMENTAL SEVICES, INC.	1/4/2024	4925.00	0100	CONTRACTED SERVICES
14101252	HORIZON DISTRIBUTORS	1/4/2024	68.03	0100	GROUPS SUPPLIES
14101253	WALSH & ASSOCIATES, APC	1/4/2024	2783.87	0100	LEGAL SERVICES
14101254	WEX BANK	1/4/2024	4210.00	0100	CONTRACTED SERVICES
14101255	SOLIANT HEALTH LLC	1/4/2024	16460.00	0100	PROFESSIONAL SERVICES
14101256	PACIFIC PURE WATER SYSTEMS LLC	1/4/2024	129.30	0100	CONTRACTED SERVICES
14101257	WESTERN PSYCHOLOGICAL SERVICES	1/4/2024	280.92	0100	INSTRUCTIONAL MATERIALS
14101258	THE INSTITUTE FOR EFFECTIVE	1/4/2024	21085.12	0100	PROFESSIONAL SERVICES
14101259	KONE INC	1/4/2024	11475.18	0100	CONTRACTED SERVICES
14101260	WILLIAM V. MAC GILL & CO.	1/4/2024	392.13	0100	MEDICAL SUPPLIES
14101261	RCP BLOCK & BRICK	1/4/2024	1020.54	0100	GROUPS SUPPLIES
14101262	WILLY'S ELECTRONIC SUPPLY CO.	1/4/2024	74.67	0100	TECHNOLOGY SUPPLIES
14101263	NAPA AUTO PARTS	1/4/2024	217.05	0100	MECHANIC SUPPLIES
14101264	PRINT TO MAIL DOCUMENT SYSTEM	1/4/2024	298.98	0100	OFFICE SUPPLIES
14101265	PEARSON	1/4/2024	2506.75	0100	INSTRUCTIONAL MATERIALS
14101266	R&R CONTROLS INC	1/4/2024	345.00	0100	CONTRACTED SERVICES
14101267	PRO POWER	1/4/2024	1561.45	0100	MAINTENANCE SUPPLIES
14102619	ANIXTER INC.	1/8/2024	876.85	0100	MAINTENANCE SUPPLIES
14102620	WAXIE SANITARY SUPPLY	1/8/2024	20780.71	0100	CUSTODIAL SUPPLIES
14102621	MCGRAW-HILL	1/8/2024	13488.84	0100	INSTRUCTIONAL MATERIALS
14103794	CAROLINA JAIME	1/11/2024	277.22	0100	REIMBURSEMENT
14103795	TODD LEWIS	1/11/2024	191.46	0100	REIMBURSEMENT
14103796	NATALIE LA ROSA	1/11/2024	9.35	0100	REIMBURSEMENT
14103797	PANERA BREAD COMPANY	1/11/2024	1812.79	0100	REFRESHMENTS
14103798	AARDVARK ANT & PEST CONTROL INC.	1/11/2024	2217.00	0100	CONTRACTED SERVICES
14103800	GOGUARDIAN	1/11/2024	2325.00	0100	CONTRACTED SERVICES
14103801	CAL PACIFIC TRUCK CENTER ,LLC	1/11/2024	4257.63	0100	CONTRACTED SERVICES
14103802	THE STEPPING STONE GROUP	1/11/2024	10400.00	0100	PROFESSIONAL SERVICES
14103803	EDTHEORY LLC	1/11/2024	34992.10	0100	PROFESSIONAL SERVICES

Expenditure Report  
1/1/2024-1/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14103804	SUN DIEGO CHARTER	1/11/2024	1800.00	0100	CONTRACTED SERVICES
14103805	LEADERSHIP ASSOCIATES	1/11/2024	2500.00	0100	PROFESSIONAL SERVICES
14103806	SPEECH TREE THERAPY CENTER	1/11/2024	720.00	0100	PROFESSIONAL SERVICES
14103807	LIANA DAVIS	1/11/2024	286.66	0100	REIMBURSEMENT
14103809	MCGRAW-HILL	1/11/2024	383.12	0100	INSTRUCTIONAL MATERIALS
14103811	SAFEWAY INC. -VONS DIVISION	1/11/2024	203.93	0100	REFRESHMENTS
14103812	CDW GOVERNMENT LLC	1/11/2024	2472.00	0100	TECHNOLOGY SUPPLIES
14103813	BENCHMARK EDUCATION COMPANY	1/11/2024	44177.50	0100	INSTRUCTIONAL MATERIALS
14103814	YMCA OF SAN DIEGO COUNTY	1/11/2024	231342.37	0100	PROFESSIONAL SERVICES
14103815	SMART & FINAL	1/11/2024	235.56	0100	REFRESHMENTS
14103816	WALMART	1/11/2024	337.75	0100	INSTRUCTIONAL MATERIALS
14103817	SAN YSIDRO SCHOOL DISTRICT	1/11/2024	2343.52	0100	TRUST ACCOUNT
14103818	AMAZON CAPITAL SERVICES	1/11/2024	11351.48	0100	INSTRUCTIONAL MATERIALS
14105081	SCREENCASTIFY, LLC	1/16/2024	7122.45	0100	PROFESSIONAL SERVICES
14105082	T-MOBILE	1/16/2024	3149.41	0100	CONTRACTED SERVICES
14105083	THE BIRCH AGENCY INC	1/16/2024	7616.00	0100	PROFESSIONAL SERVICES
14105087	NEXT GEN MATH, LLC	1/16/2024	11279.00	0100	CONTRACTED SERVICES
14105088	DOUBLETREE SUITES BY HILTON	1/16/2024	11897.46	0100	CONTRACTED SERVICES
14105089	NEXT DAY PRINTED TEES	1/16/2024	1045.88	0100	OFFICE MATERIALS
14105090	HOME DEPOT	1/16/2024	2610.82	0100	TECHNOLOGY SUPPLIES
14105091	REPUBLIC SERVICES	1/16/2024	24537.62	0100	UTILITIES
14105092	EWING IRRIGATION	1/16/2024	1425.16	0100	GROUND SUPPLIES
14105093	EL TAPATIO CATERING	1/16/2024	493.65	0100	CONTRACTED SERVICES
14105094	IMAGINE LEARNING INC	1/16/2024	20000.00	0100	CONTRACTED SERVICES
14105095	AMAZON CAPITAL SERVICES	1/16/2024	1241.26	0100	OFFICE MATERIALS
14105096	XEROX CORPORATION	1/16/2024	6173.31	0100	CONTRACTED SERVICES
14106267	SUNBELT RENTALS, INC.	1/18/2024	362.47	0100	LEASE EQUIPMENT
14106268	BMR HEALTH SERVICES, INC	1/18/2024	42210.00	0100	PROFESSIONAL SERVICES
14106269	XEROX FINANCIAL SERVICES	1/18/2024	9274.25	0100	CONTRACTED SERVICES
14106270	MAXIM HEALTHCARE SERVICES, INC	1/18/2024	66085.50	0100	PROFESSIONAL SERVICES
14106271	PANERA BREAD COMPANY	1/18/2024	2483.71	0100	CONTRACTED SERVICES
14106272	CAPITOL ADVISORS GROUP, LLC	1/18/2024	2000.00	0100	PROFESSIONAL SERVICES
14106273	ALLIANCE FOR AFRICAN ASSISTANCE	1/18/2024	75.00	0100	PROFESSIONAL SERVICES

Expenditure Report  
1/1/2024-1/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14106274	ACCO ENGINEERED SYSTEMS, INC.	1/18/2024	11975.55	0100	CONTRACTED SERVICES
14106275	EINSTEIN BROS BAGELS	1/18/2024	3781.35	0100	CONTRACTED SERVICES
14106276	KYO AUTISM THERAPY, LLC	1/18/2024	15769.12	0100	PROFESSIONAL SERVICES
14106277	AZTEC FIRE & SAFETY, INC	1/18/2024	5326.50	0100	CONTRACTED SERVICES
14106278	OPTIMIZON	1/18/2024	3300.00	0100	INSTRUCTIONAL MATERIALS
14106279	SCHOOL SOCIAL WORK ASSOCIATION	1/18/2024	630.00	0100	REGISTRATION FEES
14106280	CYNTHIA M FRAZEE	1/18/2024	1762.50	0100	PROFESSIONAL SERVICES
14106281	SAM & ROSE STEIN EDUCATION	1/18/2024	9924.32	0100	PROFESSIONAL SERVICES
14106282	PARADIGM HEALTHCARE SERVICES	1/18/2024	841.87	0100	PROFESSIONAL SERVICES
14106283	THE INSTITUTE FOR EFFECTIVE	1/18/2024	10867.22	0100	PROFESSIONAL SERVICES
14106284	PENSKE TRUCK LEASING	1/18/2024	209.30	0100	CONTRACTED SERVICES
14106285	GOPHER SPORT	1/18/2024	14276.33	0100	INSTRUCTIONAL MATERIALS
14106286	CALIFORNIA DEPT. OF JUSTICE	1/18/2024	637.00	0100	CONTRACTED SERVICES
14106287	RANCHO SAN DIEGO NURSERY INC	1/18/2024	95.04	0100	GROUNDS SUPPLIES
14106288	SAN DIEGO COUNTY SUPERINDENT	1/18/2024	35000.00	0100	CONTRACTED SERVICES
14106289	IMPERIAL SPRINKLER SUPPLY	1/18/2024	54.36	0100	GROUNDS SUPPLIES
14106290	CALIFORNIA ELECTRIC SUPPLY	1/18/2024	3775.53	0100	MAINTENANCE SUPPLIES
14106291	YMCA OF SAN DIEGO COUNTY	1/18/2024	220022.39	0100	PROFESSIONAL SERVICES
14106292	EL TAPATIO CATERING	1/18/2024	1127.47	0100	CONTRACTED SERVICES
14106293	SMART & FINAL	1/18/2024	15.62	0100	REFRESHMENTS
14106294	AT&T	1/18/2024	8041.75	0100	UTILITIES
14106295	ACE COOLERS INC	1/18/2024	9800.06	0100	CONTRACTED SERVICES
14106296	SAN DIEGO COUNTY VECTOR	1/18/2024	127.40	0100	PROFESSIONAL SERVICES
14106297	TEAMTALK NETWORK	1/18/2024	437.58	0100	CONTRACTED SERVICES
14106298	PRO POWER	1/18/2024	1144.80	0100	MAINTENANCE SUPPLIES
14106299	SIR SPEEDY PRINTING 02890	1/18/2024	107.75	0100	OFFICE SUPPLIES
14106300	SOCIAL THINKING	1/18/2024	398.00	0100	REGISTRATION FEES
14106301	FLYERS ENERGY	1/18/2024	4304.61	0100	DIESEL
14106302	SOUTH BAY COMMUNITY SERVICES	1/18/2024	51040.00	0100	PROFESSIONAL SERVICES
14107563	WALSH & ASSOCIATES, APC	1/22/2024	626.02	0100	LEGAL SERVICES
14107564	THE SPEECH PATHOLOGY GROUP, INC	1/22/2024	31180.80	0100	PROFESSIONAL SERVICES
14107565	NATIONAL CITY TROPHY	1/22/2024	9610.79	0100	AWARDS & INCENTIVES
14107566	LAKESHORE	1/22/2024	6178.28	0100	INSTRUCTIONAL MATERIALS

Expenditure Report  
1/1/2024-1/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14107567	DUNN-EDWARDS CORP.	1/22/2024	558.38	0100	MAINTENANCE SUPPLIES
14107568	HAWTHORNE MACHINERY	1/22/2024	14609.26	0100	CONTRACTED SERVICES
14107569	UC REGENTS	1/22/2024	4350.00	0100	REGISTRATION FEES
14107570	REFRIGERATION SUPPLIES	1/22/2024	340.02	0100	MAINTENANCE SUPPLY
14107571	CDW GOVERNMENT LLC	1/22/2024	1022.12	0100	TECHNOLOGY SUPPLIES
14107572	GOPHER SPORT	1/22/2024	1137.66	0100	INSTRUCTIONAL MATERIALS
14107573	CALIFORNIA DEPT. OF JUSTICE	1/22/2024	196.00	0100	CONTRACTED SERVICES
14107574	BEST BUY	1/22/2024	7875.99	0100	OFFICE MATERIALS
14107575	MONTGOMERY HARDWARE CO.	1/22/2024	960.23	0100	MAINTENANCE SUPPLIES
14108874	CORODATA RECORDS MANAGEMENT, INC.	1/25/2024	337.18	0100	CONTRACTED SERVICES
14108875	P.I.P.S.	1/25/2024	73540.42	0100	PROFESSIONAL SERVICES
14108876	OSCAR MADERA	1/25/2024	475.25	0100	REIMBURSEMENT
14108877	EFRAIN IVAN MANRIQUEZ	1/25/2024	87.97	0100	MILEAGE
14108878	THE STEPPING STONE GROUP	1/25/2024	3865.15	0100	PROFESSIONAL SERVICES
14108879	FRANKIE ASIO	1/25/2024	69.00	0100	REIMBURSEMENT
14108880	TANYA KELLER	1/25/2024	1500.00	0100	PROFESSIONAL SERVICES
14108881	EMILY N STEWART CONSULTING	1/25/2024	8700.00	0100	PROFESSIONAL SERVICES
14108882	BRIGHVIEW LANDSCAPE SERVICES	1/25/2024	2702.68	0100	CONTRACTED SERVICES
14108883	FERNANDO RENTERIA	1/25/2024	19.94	0100	REIMBURSEMENT
14108884	SAMANTHA ARELLANO	1/25/2024	13.46	0100	REIMBURSEMENT
14108885	IMAGINE CREATIVE SERVICES LLC	1/25/2024	2760.00	0100	PROFESSIONAL SERVICES
14108886	SAN DIEGO GAS & ELECTRIC	1/25/2024	112361.46	0100	UTILITIES
14108887	CITY TREASURER	1/25/2024	29470.84	0100	UTILITIES
14108888	STATE WATER RESOURCES	1/25/2024	1651.00	0100	PROFESSIONAL SERVICES
14108889	WILLIAM V. MAC GILL & CO.	1/25/2024	800.22	0100	MEDICAL SUPPLIES
14108890	VELOCITY TRUCK CENTERS	1/25/2024	2590.67	0100	CONTRACTED SERVICES
14108891	VALLEY INDUSTRIAL SPECIALTIES	1/25/2024	1226.35	0100	MAINTENANCE SUPPLIES
14108892	ACE COOLERS INC	1/25/2024	9800.06	0100	CONTRACTED SERVICES
14108893	EDUPOINT EDUCATIONAL SYSTEMS	1/25/2024	6854.17	0100	MAINTENANCE AGREEMENT
14108894	AMAZON CAPITAL SERVICES	1/25/2024	11741.20	0100	INSTRUCTIONAL MATERIALS
14108896	TUCOR INC	1/25/2024	290.00	0100	CONTRACTED SERVICES
14108897	SPARKLETTS	1/25/2024	808.79	0100	CONTRACTED SERVICES
14110390	RICK QUINTANA	1/29/2024	99.60	0100	REIMBURSEMENT

Expenditure Report  
1/1/2024-1/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14110391	DENISE VILLEZCAS	1/29/2024	146.83	0100	REIMBURSEMENT
14110392	DANNIS WOLIVER KELLEY	1/29/2024	5109.00	0100	LEGAL FEES
14110393	WEX BANK	1/29/2024	3056.59	0100	CONTRACTED SERVICES
14110394	IXL LEARNING INC.	1/29/2024	1488.00	0100	INSTRUCTIONAL LICENSES
14110395	JOSE INIGUEZ	1/29/2024	137.92	0100	REIMBURSEMENT
14110396	TERRY WILLIAMS	1/29/2024	33.26	0100	REIMBURSEMENT
14110397	CAROLINA HERNANDEZ	1/29/2024	20.96	0100	MILEAGE
14110398	STOTZ EQUIPMENT	1/29/2024	2216.09	0100	GROUNDS SUPPLIES
<b>Total Fund 01</b>			<b>\$ 1,542,462.49</b>		
14103799	ERIKA LOPEZ	1/11/2024	15.72	1200	MILEAGE
14103808	WAXIE SANITARY SUPPLY	1/11/2024	4907.53	1200	CUSTODIAL SUPPLIES
14103816	WALMART	1/11/2024	1050.21	1200	INSTRUCTIONAL MATERIALS
14108881	EMILY N STEWART CONSULTING	1/25/2024	3600.00	1200	PROFESSIONAL SERVICES
<b>Total Fund 12</b>			<b>\$ 9,573.46</b>		
14102618	GOLD STAR FOODS	1/8/2024	33582.07	1300	CAFETERIA FOOD
14102622	SAFEGWAY INC. -VONS DIVISION	1/8/2024	69.93	1300	REFRESHMENTS
14102623	P&R PAPER SUPPLY COMPANY, INC.	1/8/2024	6756.81	1300	CAFETERIA PAPER GOODS
14102624	LLOYD PEST CONTROL CO.	1/8/2024	273.00	1300	CONTRACTED SERVICES
14102625	CALIFORNIA DEPARTMENT OF	1/8/2024	202.80	1300	CONTRACTED SERVICES
14102626	AMERICAN PRODUCE DISTRIBUTORS	1/8/2024	3051.25	1300	CAFETERIA FOODS
14103810	HOLLANDIA DAIRY INC.	1/11/2024	17334.47	1300	CAFETERIA FOODS
14107562	HEARTLAND SCHOOL SOLUTIONS	1/22/2024	2697.00	1300	CONTRACTED SERVICES
14110393	WEX BANK	1/29/2024	153.55	1300	CONTRACTED SERVICES
<b>Total Fund 13</b>			<b>\$ 64,120.88</b>		
14105078	DEPARTMENT OF GENERAL SERVICES	1/16/2024	3058.83	2133	CONTRACTED SERVICES
14105079	DEPARTMENT OF GENERAL SERVICES	1/16/2024	5019.34	2133	CONTRACTED SERVICES
14105080	TOM SILVA CONSULTING	1/16/2024	2852.50	2133	PROFESSIONAL SERVICES
14105084	PBK ARCHITECTS INC	1/16/2024	4000.00	2133	CONTRACTED SERVICES
14105086	CHRISTINA M BECKER	1/16/2024	4070.00	2133	PROFESSIONAL SERVICES
14105085	DAVY ARCHITECTURE INC	1/16/2024	18780.00	2139	CONTRACTED SERVICES
<b>Total Fund 21-33</b>			<b>\$ 37,780.67</b>		
Grand total			<b>\$ 1,653,937.50</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 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

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**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and No. 23/24-0006, 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 2023-24 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 departments of the district 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.

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**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 #

See attached

(Amount)

Various Funding Sources

(Name of funding source and/or location)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION**

February 13, 2024

	<b>Vendor</b>	<b>Description</b>	<b>Estimated Amount</b>	<b>Funding Source</b>	<b>Administrator</b>
1	Insurance Archaeology Services, LLC	Provide insurance archaeology services.	\$9,500.00	General	Marilyn
2	Wonder Years, LLC	To include additional training session for new teachers. (2023-24)	\$2,000.00	Health Education Grant	Little
3	San Diego Humane Society	To provide student assembly/presentation at VDM. (2023-24)	N/A	N/A	Little/Cevallos

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Business Services  Informational  
Marilyn Adrianzen, Chief Business Official  Action

**AGENDA ITEM:** AGREEMENT WITH INSURANCE ARCHAEOLOGY SERVICES, LLC

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**BACKGROUND INFORMATION:**

Insurance Archaeolog Services, LLC will conduct a focused search to identify and locate liability, property, Errors & Omissions, and/or umbrella/excess insurance policies issued in the name of the District.

**RECOMMENDATION:**

Approve the agreement with Insurance Archaeology Services, LLC at a cost of \$9,500.00 from the General fund.

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**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 #

(Amount)

(Name of funding source and/or location)

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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 14th day of February, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

INSURANCE ARCHAEOLOGY SERVICES, LLC

Company/Consultant

916-541-6908

Telephone Number

P.O. Box 490, Wilton, CA 95693

Address

www.insurance-archaeology.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: February 14, 2024 To Project completion (Time sensitive)

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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 RESPONSIBILITIES 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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 appropriate 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 \_\_\_\_\_**

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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.

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## 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, 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.

(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.

# SAN YSIDRO SCHOOL DISTRICT

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- 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.

# SAN YSIDRO SCHOOL DISTRICT

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## 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.

<b>CONSULTANT:</b>	<b>Insurance Archaeology Services LLC</b>	
Name:	Marc Beckerman	
Title:		
Address:	P. O. Box 490	
City/State/Zip Code:	Wilton, CA 95693	
Telephone:	(916) 541-6908	
Email:	<a href="mailto:mbeckerman@insurance-archaeology.com">mbeckerman@insurance-archaeology.com</a>	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	<a href="mailto:marilyn.adrianzen@sysdschools.org">marilyn.adrianzen@sysdschools.org</a>	

# SAN YSIDRO SCHOOL DISTRICT

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## 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

### DISTRICT

Insurance Archaeology Services, LLC

Firm Name

San Ysidro School District

Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

Marilyn Adrianzen, Chief Business Official

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved:

Revised 08-01-2020



February 9, 2024

Business Services  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

Subject: Engagement Agreement by Insurance Archaeology Services, LLC; for the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173

Insurance Archaeology Services, LLC (hereafter "IAS") remains ready to assist you and the San Ysidro School District in the process of "Insurance Archeology." IAS will conduct a focused search to identify and locate liability, property, Errors & Omissions, and/or umbrella/excess insurance policies issued in the name of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; that covers the relevant period of operation (i.e., approximately 1973 - 1980). IAS will also examine any identified insurance policies to determine whether the policy or policies may provide liability-type insurance coverage for liabilities arising from operations on the premises or from operations conducted by or on behalf of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173. The Insurance Archaeology process has two principal phases.

**Phase I** – Using a variety of techniques, IAS will attempt to locate historical insurance policies or evidence indicating proof of general liability, property, errors & omissions, and/or excess/umbrella insurance coverage. IAS' research is based on the information obtained through a review of the information thus far submitted or to be submitted or reviewed; including insurance claim and underwriting files; business records; ledgers; past litigation documents (i.e., lawsuit, discovery, etc.); property records; discussions with relevant parties; information maintained by insurance brokers; and other methods employed to locate evidence of insurance. The success of these efforts coincides with the level of detail and completeness of the insurance and business records and comprehensive information that IAS is provided, or can otherwise obtain, through our internal research.

It is important to understand that insurance policies cannot usually be obtained from liquidated (insolvent) insurance carriers. Also, some of the insurance carriers ultimately at issue may have been sold, transferred, merged, etc., into other insurance carriers. As applicable, IAS will investigate such situations to determine the identity of the current relevant insurance carrier.

IAS will periodically prepare reports detailing the results of the Phase I activities and will include a Coverage Chart of policies identified.

**Phase II** – IAS will evaluate the findings of the Phase I activities to determine if there is sufficient primary or secondary evidence of coverage in which to support a tender of claim to the identified insurer(s). Additional Phase I research may be required to support the Phase II evaluation. **However, please note carefully that IAS is an insurance archaeology firm and does not and shall not effectuate the actual tender of claim to the applicable insurance carrier(s).**

The likelihood of success of the Insurance Archaeology Process depends on many factors, including ready access to insurance, business, and litigation records; the amount of research that is required to verify or supplement the business records; and the responsiveness of the insurance carriers and/or the brokers.

**Fees and Costs:** Immediately after IAS begins the insurance archaeology project; the payment process will be initiated and shall be broken up into three (3) consecutive monthly \$3,000 invoices as payment for the insurance archaeology services thus far completed: leaving \$500 remaining for a 4th and final invoice upon the full completion of the insurance archaeology/policy search project. Each monthly invoice will be accompanied by and include a brief status report, along with a Policy Search Spreadsheet delineating the carriers that have been contacted along with the status and/or results of the individual carrier’s policy search process.

IAS will make every reasonable effort to secure evidence of insurance for the potential policyholders, specifically including the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173. **No other warranty is given or implied and there are no guarantees made regarding the outcome of the research/investigation.** Issues, such as a lack of relevant business records, or other pertinent insurance related information and/or documents, may adversely affect the outcome of the Insurance Archaeology Process. And, as discussed above, it is also possible that the insurance company or companies providing coverage during the critical time-period (i.e., approximately 1973 - 1980) are now insolvent.

IAS looks forward to conducting the Insurance Archaeology Process on your behalf and on behalf of the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; to locate and secure potential insurance assets associated with the San Ysidro School District; along with any applicable associated locations and/or operations.

Respectfully submitted,

Marc Beckerman

[mbeckerman@insurance-archaeology.com](mailto:mbeckerman@insurance-archaeology.com)

**Insurance Archaeology Services, LLC**

P.O. Box 490

Wilton, California 95693

(916) 541-6908

Insurance Archaeology Services, LLC  
P.O. Box 490, Wilton, California 95693  
**Phone: (916) 541-6908 • Fax 209.433.3990**

2

The Work Scope and Pricing Structure described above is acknowledged and approved. IAS should proceed with the Insurance Archaeology Process, as delineated above.

**APPROVED:** \_\_\_\_\_  
Marilyn Adrianzen, CBO  
Date

Board approved: 02-13-24

**Agreement Warranting Specific Grant of Agency Authority and**

**Authorization of Release of Insurance Records**

San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; represents and warrants that 1) as of the date of the execution of this agreement, it is duly organized and/or incorporated and validly exists or existed under the laws of the jurisdiction of its formation; 2) the person executing this agreement on behalf of such entity is duly authorized to do so; and 3) by executing this agreement, the signatory represents and warrants that he/she is empowered to bind the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; to the specific grant of agency authority to Insurance Archaeology Services and to the release of relevant insurance records, if any, by Insurance Company(s).

San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; represents and warrants that it has granted to Insurance Archaeology Services specific and limited authority for the particular purpose to act as its agent to request and receive on its behalf business liability insurance policies to which San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; may have purchased, or had purchased on its behalf, from the Insurance Company(s) insofar as any such policies may respond to the alleged claimed personal liability. San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; specifically authorizes the release by the Insurance Company(s) of any and all such records to Insurance Archaeology Services. San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173; reasonably recalls and avers that your insurance company underwrote insurance coverage to San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173.

By:

Signature: \_\_\_\_\_

Print Name: Marilyn Adrianzen

Title: Chief Business Official

Business Address:     San Ysidro School District  
                              4350 Otay Mesa Road  
                              San Ysidro, CA 92173

Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(name of notary public )

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and who acknowledged  
to me that he/she/they executed the same in their authorized capacity(ies),  
and by his/her/their signature(s) on the instrument the person(s), or entity  
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Vista Del Mar Middle School  
Irene Herrera-Cevallos, Principal

Informational  
 Action

**AGENDA ITEM:** GUEST SPEAKER AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY

---

**BACKGROUND INFORMATION:**

The goal of the humane education program is to create impactful connections and nurture a healthy relationship between kids and animals. We envision a community where all children have the opportunity to engage meaningfully with animals and learn how to respect, advocate and show kindness for all living beings and the environment.

The Principal of Vista Del Mar Middle School is requesting approval of a Guest Visit from the San Diego Humane Society on February 15, March 21, April 18 and May 23, 2024 for ASB and SDC students of Vista Del Mar Middle school. Dates may change due to unforeseen circumstances but will take place during FY 2023-24. Each visit will be approximately two hours.

**RECOMMENDATION:**

Approve/Ratify the agreement with the San Diego Humane Society to provide presentations for the Vista Del Mar Middle School students 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 2023-2024 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

## **SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER**

Between San Diego Humane Society (SPEAKER) and  
San Ysidro School District (DISTRICT)

### **1. Purpose:**

The goal of the humane education program is to create impactful connections and nurture a healthy relationship between kids and animals. We envision a community where all children have the opportunity to engage meaningfully with animals and learn how to respect, advocate and show kindness for all living beings and the environment.

### **2. Scope of Services:**

The SPEAKER shall perform the services described below:

Each visit will include a lesson and animal interaction (possible topics include responsible pet care, pet safety, coexisting with wildlife). Students will learn about and meet an animal. The type of animal depends on volunteer availability and appropriate adoptable animals in care, but most often include a dog, rabbit, guinea pig, or fancy rats.

The term of this agreement is from February to May, 2024 as scheduled below. If dates change due to unforeseen circumstances, only a total number of 4 days shall not exceed be exceeded within school year 2023-24 and at the option of the school principal.

- Location: Vista Del Mar Middle School:
- Dates: February 15th, March 21<sup>st</sup>, April 18<sup>th</sup> and May 23<sup>rd</sup>, 2024

Upon arrival to school campus, SPEAKER shall stop at the main office to sign-in/out. A District staff member shall accompany students at all times during the presentations.

### **3. Compensation:**

At no cost to the District.

### **4. Indemnification and Hold Harmless:**

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

### **5. Insurance**

SPEAKER shall maintain, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "per 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 with a general aggregate limit of \$2,000,000 the required occurrence limit. The San Ysidro School District must be named additional insured and

endorsed.

Verification of Coverage

SPEAKER 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 SPEAKER’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. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

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.

SAN DIEGO HUMANE SOCIETY – Authorized Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (619) 299-7012 x2256 E-mail: SLHurley@sdhumane.org

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
4350 Otay Mesa Road, San Ysidro, CA 92173  
(619) 428-4476

Board approved/ratified: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Educational Services  Informational  
Russell Little, Assistant Superintendent  Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WONDER YEARS, LLC AKA: HEALTH4HIRE, INC.

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**BACKGROUND INFORMATION:**

The Wonder Years, LLC (aka Health4Hire, Inc.) offers puberty education curriculum for students in grades 4, 5, and/or 6. This curriculum was created in response to requests from schools who want to equip young people to postpone sex and respect themselves and others as they experience puberty.

The 5-year agreement with Health4Hire, Inc. was originally approved by the Governing Board on April 13, 2023, and needs to be amended to include an additional training session for new 5<sup>th</sup> and 6<sup>th</sup> grade teachers.

**RECOMMENDATION:**

Approve Amendment No. 1 to the agreement with The Wonder Years LLC, aka Health4Hire, Inc. to include an additional training session for new teachers at the total cost of \$2,000.00 from the Health Education Grant.

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**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. ~ Additionally, the intention is to support professional learning with follow-up sessions for guided planning and instructional coaching to support implementation of learning with attention to providing opportunities for collaboration between general education and special education staff including paraprofessionals to ensure the academic success for all students including unduplicated students.

---

Renewal    New    Amendment    Ratify    Other

Financial Implications?

Yes    No

Are funds for this item available in the 2023-2024 Budget?

Yes    No

Requisition #

**\$2,000.00**

(Amount)

**Health Education Grant**

(Name of funding source and/or location)

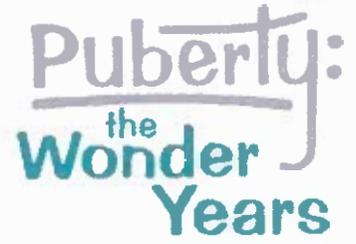
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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Amendment No. 1**

**The Wonder Years**  
1603 Capitol Ave Ste 415 #971343  
Cheyenne, WY 82001  
(844) 782-3789  
orders@pubertycurriculum.com  
www.pubertycurriculum.com

**Estimate 1014**



**ADDRESS**

San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173 USA

**DATE**  
02/05/2024

**TOTAL**  
\$2,000.00

**EXPIRATION DATE**  
05/05/2024

**PRODUCT/SERVICE**

**Services Consulting**

Hybrid Professional Development including online asynchronous prework & live, synchronous video training

QTY	RATE	AMOUNT
1	2,000.00	2,000.00

**TOTAL**

**\$2,000.00**

**THANK YOU.**

Accepted By \_\_\_\_\_  
Marilyn Adrianzen, CBO

Accepted Date \_\_\_\_\_  
Board approved: 02-13-24

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:** Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety  Informational  Action

**AGENDA ITEM:** APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/AWARDED PURSUANT TO THE CUPCCAA PROCESS

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**BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. As the Board is aware, the District previously adopted the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) procedure for its procurement and award of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process, and contracts in excess of \$200K to awarded via a formal competitive bid process.

In addition to the adopted CUPCCAA process, the Superintendent also currently has delegated authority to execute construction contracts under \$15K. In accordance with CUPCCAA and this delegated authority, this Agenda Item will approve and/or ratify the following construction contracts:

I. Contracts for Ratification:

1. Contract with **Atlas Tree Service** for \$7,850.00, from General Maintenance funds for tree trimming at Ocean View Hills School. Authorized by staff pursuant to previously delegated authority.

II. Contracts for Approval:

None

**RECOMMENDATION:**

Approval and ratification of the construction contracts set forth above for the total amount of \$7,850.00.

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**LCAP GOAL AND ACTION/SERVICE:**

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**Renewal**    **New**    **Amendment**    **Ratify**    **Other**

Financial Implications?

Yes    No

Are funds for this item available in the 2023-2024 Budget?

Yes    No

Requisition #

(Amount)

(Name of funding source and/or location)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No



the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

4. **Bonds & Insurance.**

a. **Payment Bond & Performance Bond:**

**IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K**

**IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability, with Products and Completed Operations Coverage</b>	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Automobile Liability, Any Auto, Combined Single Limit</b>	\$1,000,000 each occurrence \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000 each incident, disease \$2,000,000 policy limit

**DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.**

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

**Project Oversight.** The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in Exhibit B.

6.  **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("ESSER") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as Exhibit C.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- |   |   |
|---|---|
| <input type="checkbox"/> Proposal Form  | <input type="checkbox"/> Performance Bond                           |
| <input type="checkbox"/> Notice to Proceed  | <input type="checkbox"/> Payment Bond                               |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                | <input checked="" type="checkbox"/> Exhibit A (Scope of Work)       |
| <input type="checkbox"/> Non collusion Declaration                                  | <input type="checkbox"/> Plans                                      |
| <input checked="" type="checkbox"/> Certifications to be Completed by Contractor    | <input type="checkbox"/> Work Specifications                        |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> _____ [Other]                              |
| <input checked="" type="checkbox"/> Insurance Certificates and Endorsements         | <input type="checkbox"/> Exhibit B (Infectious Disease Provisions)  |
|   | <input type="checkbox"/> Exhibit C (Federal Procurement Provisions) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**District:**

San Ysidro School District  
4350 Otay Mesa Rd.,  
San Ysidro, CA 92173  
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.  
Leadership, School Support & Safety

**Contractor:**

Atlas Tree Service  
9032 Olive Drive  
Spring Valley, CA 91977-2301  
Attn: John Hamilton  
(619) 463-1707  
john@atlastree.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: \_\_\_\_\_

Dated: 1/26/2024

**SAN YSIDRO SCHOOL DISTRICT**

**ATLAS TREE SERVICE**

Signature: \_\_\_\_\_

Signature: Jeff Bruhn

Print Name: Gina A. Potter, Ed.D.

Print Name: Jeff Bruhn

Print Title: Superintendent

Print Title: Pres

DIR Registration # 1000006871

License# 593660

Board approved/ratified: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

**Employer Identification Number or  
Social Security Number:**

552-35-0643

*NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

**Contractor representative for onsite work:**

Name:

Title:

Mobile:

John Hamilton

SR. Account Rep

619-335-7384

Email:

John@atlastree.com

## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** Receipt of this contract signed by the District shall be the Notice to Proceed.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.
4. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, 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.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor

pursuant to this Contract, whether or not such documents are final or draft documents.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:**

8.1. **No Change Without Authorization:** Any change in the scope of the Work, method of performance, nature of materials or scope thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. **District Right to Request Changes:** Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. **Proposed Change Order:**

8.3.1. **Submission / Time to Submit:** Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order:** Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. **Labor:** Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. **Material:** Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. **Equipment:** Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. **Mark-Up for Overhead and Profit:** Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

**8.3.2.4.1. Subcontractor-Performed**

**Work:** Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit.**

**8.3.2.4.2. Contractor-Performed Work:**

Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

**8.3.3. Contract Time:** Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

**8.4. Determination of Change Order Cost:** The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

**8.5. Contractor Obligation to Substantiate:** Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

**8.6. Waiver:** If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

**9. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**10. EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**11. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**12. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

**13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY:** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

**14. FINGERPRINTING:** Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

**15. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

**16. FAILURE TO PERFORM.** If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

**17. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**18. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

**19. PERSONNEL:** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

**20. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

**21. ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**22. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. 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.

**23. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**24. 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.

**25. OCCUPANCY:** There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

**26. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

**27. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**28. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**29. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**30. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**31. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**32. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**33. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**34. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**35. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, 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 the 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 that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**36. DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

**36.1. Claim.** The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

**36.1.1.** An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

**36.1.2.** Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

**36.1.3.** Payment of an amount that is disputed by the District.

**36.2. Submission of Claim.** A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

**36.3. Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere

formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. **AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

40. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) 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 a 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.

41. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. **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.

43. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

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**Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - (A) The dangers of drug abuse in the workplace.
  - (B) The person's or organization's policy of maintaining a drug-free workplace.
  - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

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**Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

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**No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

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 **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

**Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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**Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Address of branch office used for this Project: \_\_\_\_\_  
If subsidiary, name and address of parent company: \_\_\_\_\_

**For Projects without substantive roofing components, check the following box and execute this certification:**

- The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.
- 

**Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

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I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: 1/26/2024

Proper Name of Contractor: Atlas Tree Service

Signature: Jeff Bruhn

Print Name: Jeff Bruhn

Title: Pres

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

**All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

**Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

**Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: John Hamilton Title: SR. Account Service Rep.

**Unoccupied Site.** The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 1/26/24

Proper Name of Contractor: **Atlas Tree Service**

Signature: Jeff Bruhn

Print Name: Jeff Bruhn

Title: Pres.

**EXHIBIT A  
SCOPE OF WORK**

The scope of work for the Project is as set forth in Section 1.a above

**END OF EXHIBIT A**

**EXHIBIT B**  
**INFECTIOUS DISEASE PROVISIONS – Operational School Sites**

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (“**Infectious Disease**”). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor’s obligations hereunder shall include, without limitation providing personal protective equipment (“**PPE**”) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
  
2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor’s full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.
  
3. **Infectious Disease & Extra Work.**
  - 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor’s full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
    - 3.1.1. It occurred after the date of the award of the Project to Contractor;
    - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
    - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
  - 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.
  
4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.
7. **Vaccination Status.**
  - 7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:
  - 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in any capacity on operational District school sites have been either:
    - 7.2.1. Fully vaccinated for COVID-19 or
    - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
      - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
        - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
        - 7.2.2.1.2. Antigen test
      - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
  - 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
  - 7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

**END OF EXHIBIT B**

**EXHIBIT C  
FEDERAL CONTRACTING PROVISIONS**

**RESERVED – NOT APPLICABLE**

END OF EXHIBIT C

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 2024

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

**FROM:**  
Business Services  
Marilyn Adrianzen, Chief Business Official

Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

---

**BACKGROUND INFORMATION:**

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District’s educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

**RECOMMENDATION:**

Accept donations and grants valued at \$615.00 to help support and enrich our educational programs.

---

**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 #

DONATIONS  
**\$615.00**

(Amount)

Cash/Checks Only  
Donations Account

(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:** February 13, 2024

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

**FROM:**  
Special Education Department  
Oscar Madera, Director

Informational  
 Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE PROCARE THERAPY AGREEMENT FOR 2023-24

**BACKGROUND INFORMATION:**

ProCare Therapy, a non-public agency, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist Assistant (SLPA), Certified Nursing Assistant (CNA), and Registered Behavior Technician (RBT) 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.

Amendment No. 1 is for additional services for students with special needs.

Cost implications: SLPA \$80.00/hour  
CNA \$65.00/hour  
RBT \$65.00/hour

**RECOMMENDATION:**

Approve/Ratify Amendment No. 1 to the agreement with ProCare Therapy for the 2023-2024 school year 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?

Yes     No

Are funds for this item available in the 2023-2024 Budget?

Yes     No

Requisition #

To Be Determined  
(Amount)

General Fund  
(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

**AMENDMENT NO. 1**

The Professional Services Agreement between San Ysidro School District (District) and Procure Therapy (Consultant) was entered on June 22, 2023, to provide independent psychological and academic evaluations for students with special needs.

Amendment No. 1 - The following sections are being amended.

- **EXHIBIT A:** Add the following to the Scope of Work.
  - Adding additional services
    - Registered Behavioral Technician (RBT) \$65 per hour
    - Certified Nursing Assistant (CAN) \$65 per hour
- **SECTION 2.1 FEES:** The cost implications for the additional services described above will be at the hourly rates stated. The total cost is to be determined.

All other Terms and Conditions of the Agreement dated June 22, 2023, remain the same.

The District and Consultant, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

**Procure Therapy**



\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Dakota Long, Managing Director  
Print Name, Title

January 25, 2024 20:27 UTC

\_\_\_\_\_  
Date:

**San Ysidro School District**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marilyn Adrianzen, Chief Business Official  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved/Ratified

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** February 13, 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  
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.

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/Ratify the San Diego County Nonpublic Master Contract with Sunbelt Staffing, LLC to provide several special education services for students with special needs during school year 2023-2024. 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?

Yes     No

Are funds for this item available in the 2023-2024 Budget?

Yes     No

Requisition #

To be determined  
(Amount)

Special Education  
(Name of funding source and/or location)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

# 2023-2024

# 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

2023-2024

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MAIN DOCUMENT

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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.*

**2023-2024**  
**Nonpublic**  
**Master Contract**  
  
**Main Document**

**San Diego County Nonpublic Master Contract  
Main Document**

**2023-2024**

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*2023-2024*

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**San Diego County Nonpublic Master Contract  
Main Document**

**2023-2024**

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Sunbelt Staffing, 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 2023-2024 academic year.

**SECTION 1: TERM**

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. 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, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), 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.

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**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.

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**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.

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**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.

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**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

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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 10<sup>th</sup> 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 Contract 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.

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**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

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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.

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**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 CONTRACTOR 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

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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.

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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.

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**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).

**San Diego County Nonpublic Master Contract  
Main Document**

**2023-2024**

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 ) 4284476 ext 3004  
Phone

( 619 ) 428-9355  
Facsimile

marilyn.adrianzen@sysdschools.org  
Email Address

Notices to the CONTRACTOR:

Stuart Maness  
Name/Title

Sunbelt Staffing, LLC  
Nonpublic

344 E H Street, Suite 1402-3  
Address

Chula Vista CA 91910  
City State Zip

( 813 ) 471-0167  
Phone

( )  
Facsimile

stuart.maness@sunbeltstaffing.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.

**San Diego County Nonpublic Master Contract  
Main Document**

**2023-2024**

**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 March 6, 2025 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Stuart Maness  
\_\_\_\_\_  
(Type) Name and Title

---

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Marilyn Adrianzen, Chief Business Official  
\_\_\_\_\_  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**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.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2023-2024**

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**

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)		

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2023-2024*

<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other Services (900) - Music Therapy</u>	_____	_____
<u>Other Services (900) - Vision Therapy</u>	_____	_____
<u>Other Service (900)</u>	_____	_____
<u>Transportation – Emergency</u>	_____	_____
<u>Bus Passes</u>	_____	_____

NOTES: \_\_\_\_\_

\*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2023-2024*

**SECTION 5: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Stuart Maness  
(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:** February 13, 2024

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

**FROM:**  
Information Management Systems  
Todd Lewis, Director

Informational  
 Action

**AGENDA ITEM:** SECOND AMENDMENT TO THE COMMERCIAL SERVICES AGREEMENT WITH COX COMMUNICATIONS CALIFORNIA, LLC

**BACKGROUND INFORMATION:**

In 2020, Cox Communications was awarded the E-Rate bid for internet services and Metro-E data connectivity between schools through RFP 02 (2019/2020) Fiber Metro Ethernet WAN. The original agreement was for three years and included two (2) one-year optional renewal periods as listed below.

- Initial Contract: July 1, 2020 to June 30, 2023
- Amendment 1: July 1, 2023 to June 30, 2024
- Amendment 2: July 1, 2024 to June 30, 2025

This Second Amendment to Commercial Services extends the term of the initial agreement from July 1, 2024 until June 30, 2025. The monthly cost of \$10,100.00 will remain the same as well as the services rendered during this extension. Applications will be submitted for approval to USAC requesting E-Rate discounts be continue through the Amendment 2 term providing up to an 80% discount based upon the District’s free and reduced lunch program percentage and to the California Teleconnect Fund (CTF) for up to an additional 50% discount.

<b>COX CALIFORNIA TELCOM, LLC – ICB COMMERCIAL SERVICE AGREEMENT</b>	
Cox Optical Internet (2GB)	\$2,180.00
Metro-E UNI Intrastate (8GB)	\$2,495.00
Metro-E UNI Intrastate (1GB)(7 sites)	\$5,425.00
<b>Total Monthly</b>	<b>\$10,100.00*</b>

**RECOMMENDATION:**

Approve the Second Amendment to the Commercial Services Agreement with Cox California LLC, thus extending the term of the agreement through June 30, 2025 at an annual cost of \$121,200.00 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 2023-2024 Budget?

Requisition #

Yes     No

Yes     No

**\$121,200.00**  
(Amount)

**General Funds**  
(Name of funding source and/or location)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**SECOND AMENDMENT TO COMMERCIAL SERVICES AGREEMENT**

This Second Amendment to Commercial Services Agreement (the “*Amendment*”), is dated as of December 12, 2023 (the “*Effective Date*”), and is entered into by **Cox Communications California, LLC** (“*Cox*”) and **San Ysidro School District** (“*Customer*”), whereby Cox and Customer are referred to individually in this Amendment as a “*Party*” and collectively as the “*Parties*”.

**WHEREAS**, the Parties previously entered into a certain Commercial Service Agreement dated as of February 7, 2020 as amended by that certain First Amendment to Commercial Services Agreement dated December 6, 2022 (collectively, the “*Agreement*”) whereby the Parties agreed that Cox would provide various communications services to Customer at various Customer locations.

**WHEREAS**, the Parties wish to formally amend the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. The parties acknowledge that Customer has one (1) one-year renewal option remaining under the Agreement. Customer hereby exercises its’ final renewal option and extends the Term of all Services currently provided to Customer (and which are described below) such that the Term of such Services are extended for one (1) year beginning on July 1, 2024 and expiring on June 30, 2025.

<b>Service/Equipment Description</b>	<b>Quantity</b>	<b>MRC per circuit/total MRC</b>	<b>NRC</b>
Cox Optical Internet 2 GB	1	\$2,180.00	\$00
Metro E-8 Gb UNI Interstate	1	\$2,495.00	\$00
Metro E-1 Gb UNI Interstate	7	\$775.00/\$5,425.00 Total	\$00
	<b>MONTHLY TOTAL:</b>	\$10,100.00	\$00

- B. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment to be effective as of the date first written above.

**COX:**

Cox Communications California, LLC

**CUSTOMER:**

San Ysidro School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Marilyn Adrianzen  
Title: CBO  
Date: \_\_\_\_\_

Board approved: