

San Ysidro School District Governing Board

AGENDA

Thursday,
February 9, 2023
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
MONDAY, JANUARY 23, 2023
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 Monday, January 23, 2023, to conduct its business meeting at **Vista Del Mar Middle School - Auditorium, 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 was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: Board President Pallasigue Time: 5:00 p.m.

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

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President - *Arrived at 5:01 p.m.*

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda with the following correction:

- 1) Changed agenda item 9.1 under Board Recognition/Distinguished Champions to include Vista Del Mar Middle Schools Boys & Girls Ballet Folklorico and the Boys Baseball Team.

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 meeting if necessary.)

There were no public comments.

Board Member Martinez made a motion to recess to Closed Session, seconded by Board President Pallasigue. The vote was 5-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFIDENTIAL STUDENT MATTER (Little/González)

Education Code 35416, 48918 (j)

Consider Staff Recommendations regarding Discipline Case No. 02

5.2 GOVERNMENT CODE SECTION 54957.6 (Olea)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA
California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**5.3 GOVERNMENT CODE SECTION 54957 (Olea)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 3

RECONVENED into OPEN SESSION at 6:07 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: Vice President I. Lopez Time: 6:07 p.m.

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

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President - *Left at 6:00 p.m.*

Mrs. Irene Lopez, Board Vice-President

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

8. FLAG SALUTE by Zully Alvarez, VDM Sixth Grade Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)

9.1 Vista Del Mar Middle School Boys & Girls Ballet Folklorico and the Boys Baseball Team - Presented by Vista Del Mar Middle School Assistant Principal Mathew Bandy

9.2 San Ysidro Middle School Girls Softball Team - Presented by San Ysidro Middle School Principal Manuel Bojorquez

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.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member R. Lopez, Commented: 1) Wished everyone a “Happy New Year.” 2) He is happy to see the baseball team at Vista Del Mar. He is glad to see students getting opportunities for after school sports. 3) Thanked the sixth grade teachers. We came back from break and went straight into sixth grade camp. He was amazed to find out that we gave jackets and outerwear to students so they did not miss out on sixth grade camp. Thanked the staff and programs that made that happen.

Board Clerk Rosario, Commented: 1) Wished everyone a “Happy New Year.” 2) Attended the Smythe School Scholastic Book Fair. Channel 10 promoted and sponsored the event. The project promoted the importance of literacy and each child received six free books. 3) It would be nice to extend this opportunity to all of our schools. 4) We need to find a way to encourage children to balance technology with reading books. 5) Thanked Principal Cevallos and Assistant Principal Bandy for hosting the meeting. 6) Announced the Family STEM Night at the San Ysidro Library on January 31, 2023.

Board Member Martinez, Commented: 1) Thanked Principal Cevallos and Assistant Principal Bandy for hosting the meeting. 2) Thanked Assistant Principal Bandy for finding a way to create the baseball team. The focus should be consistency for student activities. 3) Thanked Mrs. Olszewski for inviting him to her Sci-Phy program. 4) Appreciates invitations to programs and activities. 5) Wished everyone a “Happy New Year.” 6) Would like an update on the Long Range Master Facilities Plan, particularly, with the Beyer site and Safety Plan for our schools. 7) Congratulated the retirees. He will miss them.

Board Vice President I. Lopez, Commented: 1) Thanked Principal Cevallos and Asst. Principal Bandy for hosting the meeting. 2) It’s good to offer our students sports to prepare them for high school sports. A lot of our middle school students received scholarships because they played so well. It made the community proud. 3) Thanked Daniel Chavez for taking the time to talk to our employees about the Supplementary Retirement Plan (SRP). Thanked staff for working on the SRP. 4) We need to bring back programs like the Community Education Program. They had programs at the schools with community involvement. 5) Wished everyone a “Happy New Year with peace, good health and faith.” 6) We need full time social workers, psychologists and counselors. 7) Congratulated all the retirees and wished them well.

Superintendent Potter, Commented: 1) Thanked Principal Cevallos and Assistant Principal Bandy for hosting the board meeting. 2) Wished everyone a “Happy New Year 2023 with peace, joy and good health.” 3) Thanked Substitute Principal Vasquez and his team for the scholastic event and for inviting Channel 10 News to be the donors of the scholastic book fair. North County Credit Union donated backpacks for each student. 4) Thanked principals and staff for making sixth grade camp amazing and Veronica Medina for the cold weather gear for our students. Lots of people pulled together to make sixth grade camp great for our students. 5) Thanked the district’s negotiations team and the SYEA negotiations team for reaching a tentative agreement. 6) We are truly going to miss the retirees. They will always be a part of our San Ysidro family. 7) It’s wonderful to see the sports teams coming to our board meetings and the Ballet Folklorico. Our Director of Educational Services, Mr. Luis Ramos, is in charge of our Pathways Program. The sports teams district wide come from the leadership of Mr. Ramos.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Public Agency Retirement Services (PARS) Supplementary Retirement Plan (SRP) Post Analysis - Dennis Yu, CEBS, Executive Vice President, PARS
- 12.2 2022-2023 Pathways Program Overview - Presented by Director of Educational Services, Luis Ramos
- 12.3 2022 California Dashboard Presentation - Presented by Executive Director of Educational Services, Cynthia Monreal Gonzalez

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)

The Board approved the minutes of the Organizational Meeting of December 12, 2022.

Motion: Martinez Second: Rosario Vote: 4-0

13.2 RESOLUTION NO. 22/23-0035 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 22/23-0035 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361. AB 361 is set to expire on January 1, 2024, however Governor Newsom announced he will end the state of emergency on February 28, 2023.

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

13.3 SUSPENDED EXPULSION RECOMMENDATIONS IN STUDENT CASE NO. 02 (Little/González)

The Board approved Suspended Expulsion Recommendations in Student Case No. 02.

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

13.4 RESOLUTION NO. 22/23-0034 DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND JPA (Adrianzen)

The Board approved/adopted Resolution No. 22/23-0034 designating authorized agents to the Southern California Regional Liability Excess Fund (ReLieEF) JPA for fiscal year 2022-2023.

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

13.5 APPROVE/RATIFY REVISED CONFIDENTIAL SALARY SCHEDULE (Olea)

The Board approved/ratified the revised Confidential Salary Schedule to reflect all confidential positions and to include 30 year longevity.

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

13.6 APPROVAL OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) SUPPLEMENTARY RETIREMENT PLAN (Olea)

The Board approved the implementation of the District’s Supplementary Retirement Plan administered by PARS and accepted the resignation/retirement of the fifty-three (53) employees who enrolled.

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

13.7 2023-2024 STUDENT ENROLLMENT PROJECTION (Adrianzen)

Information only - Student Enrollment Projection for school year 2023-2024.

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

14A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)

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

14A.1 Instructional Aide

EMPLOYMENT (Olea)

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

- 14A.2** Administrative Clerk I – Vivian Villanueva, Willow/CDC
- 14A.3** Instructional Aides
 - a. Stephany Espinoza Perez, Child Development Center
 - b. Jaime Godinez, Vista Del Mar VLA
- 14A.4** Substitute Campus Aide – Jalen Powell, All Sites
- 14A.5** Substitute Instructional Aides
 - a. Dania Barraza, All Sites
 - b. Stephany Espinoza Perez, All Sites

14B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)

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

- 14B.1** Temporary Preschool Permit Teacher

EMPLOYMENT (Olea)

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

- 14B.2** Temporary School Psychologist – Emily Angelino, Ocean View Hills

14C. CURRICULUM & INSTRUCTION

- 14C.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2022-2023** (González)

The Board approved the publication of the School Accountability Report Cards for our seven schools for the 2022-23 school year.

- 14C.2 EXTENDED SCHOOL YEAR 2023 WAIVER** (González/Madera)

The Board approved the Waiver for Extended School Year 2023 to reduce the number of instructional days provided to special education students.

- 14C.3 UPDATED PROJECT LEAD THE WAY PARTICIPATION FOR 2022-23** (González)

The Board approved the update to the Project Lead the Way participation to include the *Launch Program* at Vista Del Mar Middle during the 2022-23 school year at the total cost of \$950.00 from the Title IV fund.

- 14C.4 2ND ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR** (González/Ramos)

The Board approved the second District's Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for April 28, 2023, at the cost of \$5,000.00 from the Title IV Fund.

- 14C.5 APPROVAL OF THE REVISED SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2022-2023 SCHOOL YEAR** (González)

The Board approved the revised San Ysidro School District Instructional Materials/Textbook List for the 2022-2023 school year.

- 14C.6 PROFESSIONAL DEVELOPMENTS** (González)

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

14D. BUSINESS

- 14D.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period December 1, 2022 through December 31, 2022. 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.

14D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of December 1, 2022 through December 31, 2022 for a total expenditure of \$1,571,935.76. 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.

14D.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.

14D.4 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$27,711.46 to help support and enrich our educational programs.

14D.5 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-23 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the second quarter from October 1, 2022 to December 31, 2022 of the 2022-23 school year for submission to the San Diego County Office of Education.

14D.6 NATIONAL FOUNDATION FOR AUTISM (NFA) TEACHER'S GRANT FUNDING AGREEMENT 2022-2023 SCHOOL YEAR (González/Madera/Bojorquez)

The Board approved the Grant Funding Agreement with National Foundation for Autism Research Teacher's and acceptance of Grant No. P-22-T-148-Monet at a total amount of \$500.00 for school year 2022-2023.

14D.7 FIRST AMENDMENT TO COMMERCIAL SERVICES AGREEMENT WITH COX COMMUNICATIONS CALIFORNIA, LLC (Adrianzen/Lewis)

The Board approved the First Amendment to Commercial Services with Cox California LLC, to extend the term of the agreement through June 30, 2024 at cost of \$121,200.00 from the General fund.

14D.8 AMENDMENT NO. 2 TO THE MASTER AGREEMENT WITH PBK FOR ARCHITECTURAL & ENGINEERING DESIGN SERVICES - PLAYGROUND PROJECT
(Adrianzen/Iniguez)

The Board approved Amendment No. 2 to the Master Contract with PBK for architectural and engineering design services for the Playground Project at Smythe and La Mirada Elementary Schools in an estimated cost of \$70,000.00 from the General Obligation Bond funds and/or State School Facilities Program (SFP) Modernization Reimbursement funds.

14D.9 AGREEMENT WITH TEACH FOR AMERICA, INC. (Olea)

The Board approved the agreement with Teach for America, Inc. to procure services such as recruitment

of experienced teachers and administrators for placement from 2023-2026.

14D.10 OTTER CARES FOUNDATION GRANT (González/English)

The Board accepted the OtterCares Foundation Grant Award in the amount of \$3,000.00, to provide the Passport Around the World Program at La Mirada Elementary School.

Board Member Martinez made a motion to adjourn, seconded by Board Clerk Rosario. The vote was 4-0.

15. ADJOURNMENT Time: 8:21 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

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

Informational
 Action

AGENDA ITEM: 2023 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 **7 vacancies**. Attached you will find material regarding elections of representatives from Region 17 to the 2022 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025.

RECOMMENDATION:

Election of the following representatives to the 2023 CSBA Delegate Assembly (7 vacancies): Whitney Antrim (Coronado USD), Kate Bishop (Chula Vista ESD)*, Delia Dominguez Cervantes (Chula Vista ESD), Melissa Krogh (Warner USD)*, Kelly Leiker (South Bay Union SD), Eva Lopez Zepeda (Sweetwater Union HSD), Barbara Ryan (Santee SD)*, Rhea Stewart (Cardiff ESD), Shad Thielman (Cardiff SD), Cipriano Vargas (Vista USD) and Katrina Young (San Dieguito Union HSD)*.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?
 Yes No

Are funds for this item available in the 2022-2023 Budget?
 Yes No

Requisition #

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 **WEDNESDAY, MARCH 15, 2023**. 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 2023 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)**

Number of seats: 7 (Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

Whitney Antrim (Coronado USD)

Barbara Ryan (Santee SD)*

Kate Bishop (Chula Vista ESD)*

Rhea Stewart (Cardiff ESD)

Delia Dominguez Cervantes (Chula Vista ESD)

Shad Thielman (Cardiff SD)

Melissa Krogh (Warner USD)*

Cipriano Vargas (Vista USD)

Kelly Leiker (South Bay Union SD)

Katrina Young (San Dieguito Union HSD)*

Eva Lopez Zepeda (Sweetwater Union HSD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

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: Debra Schade (Solana Beach ESD)

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

County: San Diego

- Richard Barrera, (San Diego USD)◆, appointed term expires 2023
- Sabrina Bazzo (San Diego USD)◆, appointed term expires 2023
- Maria Betancourt-Castaneda (National SD), term expires 2024
- Kate Bishop (Chula Vista ESD), term expires 2023
- Leslie Bunker (Chula Vista ESD), term expires 2023
- Eleanor Evans (Oceanside USD), term expires 2024
- Andrew Hayes (Lakeside Union SD), term expires 2023
- Julie Kelly (Vista USD), term expires 2024
- Melissa Krogh (Warner USD), term expires 2023
- Rudy Lopez (San Ysidro ESD), term expires 2024
- Tamara Otero (Cajon Valley Union SD), term expires 2024
- Darshana Patel (Poway USD)◆, appointed term expires 2023
- Dawn Perfect (Ramona USD), term expires 2023
- Barbara Ryan (Santee SD), term expires 2023
- Nicholas Segura (Sweetwater Union HSD)◆, appointed term expires 2024
- Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2023
- 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 2023
- Vacant, term expires 2024
- Vacant, term expires 2024

County Delegate:

- Guadalupe Gonzalez (San Diego COE), term expires 2023

County

San Diego



California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023

MEMORANDUM

To: All District Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

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 Wednesday, March 15, 2023.**

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 must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’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 by May 1. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red 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

22 Anonymous

52:53

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 *

Yes

3. Full name *

Barbara Ryan

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

- 11A
- 11B
- 11 - County
- 12A
- 12B
- 15
- 15 - County
- 16A
- 16B
- 17
- 17 - County
- 18A
- 18B
- 20
- 21
- 21 - County
- 22
- 23A
- 23B
- 23C
- 24

5. Name of District or COE *

Santee School District

6. Years on board *

43

7. Profession

Retired

8. Contact number *

619-701-5751

9. Primary email address *

barbara.ryan@santeesd.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. *

I wish to continue serving as a member of the Delegate Assembly to support CSBA as it continues advocating on behalf of students. My service as a school board member, in my community, and in my profession as a recently-retired government relations executive have provided me the opportunity to be well-versed on current issues facing local school boards and CSBA, and well-positioned to influence education policy at all levels.

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

I have served as President, Vice-President, Clerk, and Legislative Representative on my board, serve on several school district committees, and represent my district on the Chamber of Commerce Executive Board. I serve on the San Diego County School Boards Association. I represent school boards on the Children's Initiative Board and my County's Children's Mental Health Advisory Council. My past/present participation in CSBA is: Delegate Assembly, Legislative Relations Chair, Legislative Committee, Coordinated Children's Services Task Force, School Facilities Task Force, Welfare Reform Committee, and Health Task Force.

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

Today, the biggest challenge is dealing with the mental/behavioral issues students face as a result of the pandemic and its isolation as well as school safety issues. Our responsibility, however, remains the same -- assuring that students receive the best possible educational experiences. I believe we face many challenges with having adequate resources and supportive laws/regulations to allow us to provide the highest quality education for our students. Advocacy at all levels of government is the key to success. CSBA can help address this challenge by continuing to provide advocacy training for board members and to use those collective voices to influence public policy at all levels.

View results

Respondent

65 Anonymous

08:57

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 *

Cipriano Vargas

3. Full name *

Cipriano Vargas

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

- 11A
- 11B
- 11 - County
- 12A
- 12B
- 15
- 15 - County
- 16A
- 16B
- 17
- 17 - County
- 18A
- 18B
- 20
- 21
- 21 - County
- 22
- 23A
- 23B
- 23C
- 24

5. Name of District or COE *

Vista Unified

6. Years on board *

6

7. Profession

Manager/Policy Advisor

8. Contact number *

760-2134498

9. Primary email address *

cvargas.trustee@gmail.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. *

I have served as a Delegate for CSBA in the past. As an active member in the education advocacy community, I wish to use my experience and voice to advocate for the needs of our students. I have 6 years of serving on my board where the last two I was the Board President. In addition, I have continued to advocate and lobby our state and federal elected officials.

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

I serve on our Dual Language TaskForce, Climate Action Committee, and Career Superhighway Coalition. In addition, I serve on the Alumni Association for CSUSM and involved in local politics.

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

We are facing a serious issue as it relates to our workforce and it is crucial that we rethink on how to best support staff. In 2023, I will lean in heavily on mental health for adults and workforce housing as opportunities to retain/recruit staff.

View results

Respondent

98 Anonymous

238:29

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 *

Delia Dominguez Cervantes

3. Full name *

Delia Dominguez Cervantes

4. Region/subregion *

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5. Name of District or COE *

Chula Vista Elementary School District

6. Years on board *

Newly Elected Board Member- November 2022

7. Profession

San Diego County Health & Human Services Administrator (HHSA)-Retired

8. Contact number *

619-517-4620

9. Primary email address *

delia.cerv@gmail.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. *

As a new board member I am very eager to learn and empower myself to better serve my community in the Chula Vista Elementary School District. As an Administrator for the Health & Services Agency (HHSA) my role included: ensuring fiscal responsibility & integrity; fostering partnerships with employees, customers, and community based organizations; analyze legislation; implement program changes; evaluate for program effectiveness; manage, direct, train, evaluate & develop staff, all of which are important skills to my role as a future California Delegate. These skills will enable me to adopt policies and positions to CSBA's policy platform.

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

I have extensive experience in community organizations, that serve the students and families of the South Bay Community to include: Latino American Political Association; LAPA Foundation for Excellence-Literacy & Educational Outreach; City of San Diego Mayor's Latino Advisory Board; Domestic Violence Supportive Services -Casas Seguras; City of Chula Vista Citizen's Police Academy; City of San Diego Police Dept. Citizen's Review Board; City of Chula Vista Citizen of the Month Recognition; Classroom volunteer at multiple schools.

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

I see the following as the biggest challenges facing our governing boards: Budget Allocations; Staffing; Special Education Issues; Equity-ensuring that all children have access to equal opportunities; Campus Safety; Academic Achievement; Mental Health; Safe & Happy Learning Environment; Parental Engagement-to include all stake holders, community members, grandparents, foster parents.
CSBA can help by adopting policies that support our local endeavors.

View results

Respondent

76 Anonymous

166:48
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 *

Yes

3. Full name *

Elva Lopez-Zepeda

4. Region/subregion *

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5. Name of District or COE *

Sweetwater Union High School District

6. Years on board *

Newly elected

7. Profession

Teacher

8. Contact number *

6192546777

9. Primary email address *

elopezpeda@gmail.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. *

As a teacher for over 34 years and a parent, my education and experiences will bring a knowledge to the position that few delegates will have. I can provide a unique perspective for decisions to be made on student achievement.

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

I am newly elected to the school board and the district's legislative committee. Also, as a member of several organizations, I have received lobbying training to advocated for students, families, and learning conditions that affect students' well-being.

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

A challenge facing school boards is insufficient knowledge to adequately prioritize funding for student retention, rigorous instructional opportunities for diverse students, and facilities/infrastructure.

View results

Respondent

125 Anonymous

397:09

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 *

Kate Bishop

3. Full name *

Kate Bishop

4. Region/subregion *

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5. Name of District or COE *

Chula Vista Elementary School District

6. Years on board *

2

7. Profession

Costume Designer (Theatrical/Film/TV)

8. Contact number *

619-517-7137

9. Primary email address *

kate@katebishop.vote

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 would like to continue being a delegate because I very much enjoy the work and I enjoy representing districts throughout San Diego County. My tenure to this point has helped me learn more about diverse districts and how to create strategies that benefit us all. I bring the following to my role:

- a strong voice, which is a valuable asset when speaking from the floor of the Assembly
- dependability, because showing up and doing the work is key to progress
- ability to get things done cooperatively, as striving together helps us reach our goals

I have a passion for education and fight to get our school boards, families, staff, and teachers what they need to help students attain success.

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

Prior to being elected to my school board, I was incredibly active in the PTA. I served on the executive board of my school, as well as the executive board of the Council of PTAs, which oversaw my whole district. My final year there, I chaired the "Legislation and Advocacy" Committee. I've been a very active delegate since I was elected, a few months after I assumed my role on my school board. In addition to attending and participating in Delegate meetings, I have participated in every lobbying opportunity, including at the first ever CSBA Coast 2 Coast trip to Washington DC. I was also recently elected to serve on the executive board as Secretary for Region 17 Delegates. Beyond that, I am a Commissioner serving on the Chula Vista Cultural Arts Commission, and on our "Create Chula Vista" arts grant subcommittee. I also serve on the Ethics Committee of the San Diego Democratic Party and am a founder and President of the San Diego Democratic Education Alliance.

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

As far as governance needs, CSBA has good training opportunities for new school board members, but there needs to be a version that is much more streamlined and happens immediately after elections. They should also offer training sessions for potential school board members so that candidates better understand what is involved in governing. Better prepared board members are more likely to be successful leaders for their communities.

In terms of overall need, it all boils down to funding. Our state has one of the biggest economies in the country, yet we have lower per-pupil spending than Alabama, Missouri, and Mississippi, among 21 others. Our current funding structure needs to be changed to give districts more funds that are unrestricted. School boards know what our districts' particular needs are. Now we need the money to do it. We also need to get California to raise the LCFF base rate, to stop constantly offering one-time money and start focusing on providing ongoing funds, to increase subsidies for special education to make up the shortfall in federal IDEA spending, and to fulfill their obligation to fully fund STRS/PERS instead of foisting the responsibility onto local districts.

KATE BISHOP

Chula Vista Elementary School Board, Seat 4

367 Alpine Ave
Chula Vista, CA, 91910

kate@katebishop.vote
(619) 517-7137

Education Leadership Experience

Chula Vista Elementary School District Governing Board

Trustee and Vice President (2020- present)

California School Board Association Delegate Assembly

Region 17 Delegate (2021- present), Region 17 Executive Board: Secretary (2022- present)

Chula Vista Elementary School District Council of PTAs

Executive Board Member: Legislation & Advocacy Committee Chair (2020-2021) Historian (2020), 1st

Vice President (2018-2020), Auditor (2017- 2018)

Clear View Elementary School

School Site Council AND District Budget Advisory Committee: Parent Representative (2019- 2020)

Rosebank Elementary School

PTA Board Member: Treasurer (2018-2019), President (2016 – 2018)

District Advisory Committee: Alternate (2017- 2019)

Professional Costume Experience

Kate Bishop Costume Design (2002-Present)

Costume Designer, Wardrobe Stylist, and Costume Shop Manager for over 75 theatrical, commercial, TV, and film productions.

Professional Highlights

- Frequent Costume Designer- *New Village Arts Theatre, Carlsbad (2004-2016)*
- Frequent Costume Designer- *Diversionsary Theatre, San Diego (2014-2017)*
- Frequent Costume Designer- *Moxie Theatre, San Diego (2015-2019)*
- Resident Costume Designer- *Independent Shakespeare Co., Los Angeles (2008-2013)*
- Resident Costume Designer- *Invertigo Dance Theatre, Los Angeles (2012-2017)*
- Wardrobe Stylist- *Britney Spears, "Gimme More" Music Video (2007)*

Other Community Service

- City of Chula Vista Cultural Arts Commission & Create Chula Vista Committee (2020 – present)
- SDCDP South Area Secretary (2021 - present)
- Ethics Committee SDCDP (2019 – present)
- San Diego Progressive Democratic Club South Founder/Secretary (2019 – 2021)
- Associate to SDCDP Central Committee (2019 – present)
- Big Feet/Little Feet Program Director Pilgrim Pines Summer Camp (2019)
- Tijuana Mission House Build Project (2017- 2018)
- Youth Group Co-Director Woodland Hills Community Church (2010-2012)
- Pinesters (Special Needs Adults) Counselor Pilgrim Pines Summer Camp (1996-1998)

Education

Bachelor of Arts, Major- Theatre, Minors- Dance & Ethnic Studies (2002) – UC San Diego, La Jolla, CA

Education Abroad Certification, Emphases- Film & Sociology (1998) - Lancaster University, Lancaster, UK

View results

Respondent

10 Anonymous

75:43

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 *

Katrina Young

3. Full name *

Katrina Young

4. Region/subregion *

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5. Name of District or COE *

San Dieguito Union High School District

6. Years on board *

2

7. Profession

8. Contact number *

9. Primary email address *

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 wish to continue my work as a Delegate because I wish to elevate the voice of the students and staff that I was elected to serve and make meaningful decisions that best support them at the state level. Over the past two years, I have seen firsthand how my work as a School Board member can be made more effective as a result of collaborating with delegates across the state of California. At the same time, I hope my perspective allows other Boards to understand ways we can all work together to promote public education, allowing it to constantly evolve and improve. In the wake of Covid, our schools struggle on a wide range of issues ranging from academic support to emotional wellness to financial constraints. Technology, budget cuts, mental health, and physical safety are just some of the many issues we face. The only way we will find solutions is to bring local leaders together. I look forward to using the experience I have gained in my first term as a Delegate to help all Districts determine future goals.

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

For my strong support of student voices, safety, wellness and DEI (Diversity, Equity & Inclusion), I was recognized as the San Diego County Board of Education's "2021 First Term School Board Member of the Year." In addition to serving as a member of the Region 17 CSBA Delegate Assembly, I am a member of my District's PCAC (Parent Curriculum Advisory Committee), Superintendent Parent Advisory Committee, Facilities Committee (Alternate), Discrimination Prevention & Awareness Committee, LCAP Advisory Committee, City of Carlsbad City/Schools Committee, and City of Encinitas School District Liaison Committee. Recently, I was invited to serve as a Site Validator for the 2022 Golden Bell Awards, interviewing and touring a neighboring District's CTE program. I regularly visit my own District's school sites and attend student events. The most effective way to serve a District is to interact and understand the experiences and perspectives of the students and staff that we serve. For that reason, I helped mentor student leaders who have recently brought forward Resolutions to support issues important to them, including a Prevention of Gun Violence and School Safety Resolution and a Resolution Affirming the Support of LGBTQIA+ Students. In the wake of last year's school shootings, I drafted and brought forward my own Resolution to Reaffirm Supporting Student Safety and Prevent School Violence. The main purpose of the Resolution was to assert that our district recognizes the need to do everything in our power to safeguard students from harming themselves and/or others. As a school board member and a mother, I firmly believe that the physical and emotional well-being of our students and staff must always remain our top priority.

Previously I served as PTA President, Executive VP, VP Volunteers, and VP Programs of one of our feeder schools (El Camino Creek Elementary) and was awarded the "Parent Excellence Award" in 2013. As a member of the PTA Board for seven years, I chaired and/or championed a wide variety of programs including Everyone-A-Reader, Robotics, Read Across America Day, Earth Day, School Garden, Student Art Show, and the Let's Move Initiative. As a parent of one of our high schools (La Costa Canyon), I served on the Grant Committee, sat on the Board of Directors, and was selected to serve on the District Boundary Task Force. All three of my children, as well as my husband, are graduates of District schools.

With 20 years of experience advocating for children's health, I've held over 80 meetings with members of Congress and attended the 2016 Precision Medicine Initiative by invitation of the White House. In addition to representing San Diego on a national stage, I proudly support several local charities. I was a member of the Surf Cities Chapter of National Charity League for eight years, sat on the Board of Directors as VP Philanthropies and Recording Secretary, and served as the NCL Sustainer Liaison. However, my longest standing commitment has been with the Cystic Fibrosis Foundation where I served as the San Diego Chapter Board Chairman for seven years and the National Co-Chair of the Volunteer Leadership Conference for two years; I currently serves as the Volunteer Engagement Chairman on the Board and a member of both the National Advocacy Team and the National Volunteer Engagement Committee.

I also volunteer as a Court Appointed Special Advocate (CASA) for foster children.

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

Local school boards often reflect many of the same issues plaguing all communities at the national level. As such, I regard division and polarization as the biggest underlying issue in public education today. At a recent School Board meeting, a discussion ensued about district priorities. To that I offered that "I think it is important to get back to basics, but to me that means civility. If we can't meet each other halfway, see each other for who we are, and show compassion and empathy, then there's no learning, there's no discourse, there's no progress... there's nothing." I then offered a plea for our community (and the nation at large) to treat each other better. Only by working together can we make the best decisions for our students. Supporting and educating our children is the one thing we can all agree upon. If we start there, we can build upon that foundation to accomplish so much more. In every sense, we pave the way for the next generation.

At last year's CSBA Delegate Assembly, President Heredia spoke eloquently about the importance of Kindness, noting it was a hallmark trait of Past-President Kitchens. Especially in a world that is too often filled with stark differences of opinion, she led with dignity, compassion, and genuine concern for others. I hope that my actions follow in the wise footsteps of that legacy. More than just being a personal goal of mine, I understand the importance of setting a positive example for the students that I serve. I went into this job hoping to make a positive impact on our youth and despite long board meetings and even contentious debates, I hope I have demonstrated that a person can stand up for themselves and others with grace, compassion, intelligence, and decency.

View results

Respondent

94 Anonymous

32:16

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 *

Kelly Leiker

3. Full name *

Kelly Marie Leiker

4. Region/subregion *

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5. Name of District or COE *

South Bay Union School District

6. Years on board *

1 month

7. Profession

Teacher

8. Contact number *

6195871676

9. Primary email address *

Kleiker@sbusd.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 eager to learn and participate in the direction of my school district. As a recent teacher, current parent, and lifelong community member, I have valuable insight into lives of our students and families.

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

I am a brand new board member. I am active in my community as an art instructor for school age children, families, and with a 9-12th after school club setting. I am a parent volunteer for my daughters' Girl Scout troop and a substitute teacher in our district.

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

I feel the biggest challenge is trust. At least in SBusD, there is a severe lack of trust from both staff and community members in our District and Board of Trustees. Conferences and trainings for board members to learn from successful governance teams through CSBA is helpful.

View results

Respondent

54 Anonymous

73:58

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 *

M. Krogh

3. Full name *

Melissa Krogh

4. Region/subregion *

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5. Name of District or COE *

Warner Unified School District

6. Years on board *

6

7. Profession

Executive Assistant/Accounting Clerk

8. Contact number *

760-464-8736

9. Primary email address *

27027 Chihuahua Valley Rd, Warner Springs, CA 92086

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. *

Being a Delegate has broadened my knowledge and understanding so I can be better prepared when I am advocating for all students and their education.

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

I have been a member of the Warner Unified School District board for 6 years. I have served my board in the roles of Clerk, Vice President, and now as President. I have chaired our district's Policy Committee meetings for 4 years. In addition, I work directly with the Superintendent and the CBO at Julian Union High School District where I get to see the every day working operations of our education system. Getting first hand experience of how board policies and legislation affect the students, the staff, and the campus activities. I have attended CSBA's Annual Education Conference for 5 years. I have completed Masters in Governance twice. I was elected to serve as a Delegate in 2021; and much like our students learned the ropes through Zoom.

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

School boards are struggling with declining enrollments, unfunded mandates, employee shortages, and competing with the romanticized idea of charter schools. CSBA has begun laying the ground work for getting an increase to the base funding, but we all need to keep the pressure on to fund schools to the degree that REALLY allows us to provide the top rate education that the students of California deserve.

View results

Respondent

70 Anonymous

43:03

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 *

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5. Name of District or COE *

Cardiff Elementary School District

6. Years on board *

2

7. Profession

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. *

I would like to serve as a Delegate to engage with my school board peers to bring outstanding educational opportunities for our students as well as build strong governance in our school district, our region, and in California.

I work in educational publishing, designing and producing mathematics and science learning content and assessment for students and teachers.

My education:

San Diego State University
Bachelor's degree, Mathematics
Multiple Subjects Teaching Credential with Supplemental Authorization in Mathematics
Master's degree, Education (concentration in Educational Technology)

San Diego Mesa College
Certificate, Geographical Information Systems

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

Cardiff Elementary School District Governing Board Member, 2020 - Present
Board president, 2021 - Present
Member of the District's negotiations team
Member of the 2023 Community Celebration planning team

Cardiff Elementary School District Governing Board Member, 2006 - 2010
Board president, 2010

California School Boards Association
Masters in Governance: Completed 2021

Attended CSBA Annual Conference, San Diego, 2021, 2022
Board Presidents Workshop, 2021

Cardiff Measure GG general obligation bond campaign committee, treasurer, 2016
Cardiff Independent Citizens Oversight Committee (ICOC), 2017-2020
ICOC President, 2017-2020

San Dieguito Union High School District Proposition AA general obligation bond campaign committee, vice chair, 2012
San Dieguito Union High School District Independent Citizens Oversight Committee (ICOC), 2013-2019
ICOC President, 2013-2019

San Dieguito High School Academy Foundation Board Member, 2012-2016
Fall Fundraiser Chair, 2012-2017
Foundation Athletic Council Liaison, 2012-2016

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

How will our governing board lead our schools in the future? That's always been a question for school board members to navigate. For me, answers to this question depend on being an inquisitive problem solver and collaborating with District and school staff, Board colleagues, parents, community members, and our peers.

Working with the Delegate Assembly will give me the opportunity to explore how all school boards can work to bring programs and experiences to our students that give them the best promise for success.

PROFESSIONAL EXPERIENCE

SCHOOL BOARD MEMBER Cardiff Elementary School District (2020 – Present and 2006 – 2010)

- One of five elected board members for a two-school district, serving approximately 700 students in grades K-6. Annual budget for the district is approximately \$10 million.
- Elected and served as Board President in 2010, 2022, and 2023.

ASSESSMENT DESIGN SPECIALIST Edmentum (2022 – Present)

- Develop, review, edit, and revise mathematics test items, art, HTML code, and metadata for digital items, including multiple-choice, multiple select, drag-and drop, drop-down, equation editor, graphing, matching, and fill-in-the-blank, across multiple grade levels for a variety of formative and summative assessment needs.
- Develop, interpret, and implement asset specifications, item development plans, test blueprints, test designs, and other ancillary documents.
- Develop items, art, stimuli, and assessments based on accessibility considerations.

PROJECT MANAGER, GREAT MINDS MATH Great Minds (2021 – 2022)

- Project management assignments: Mathematics I, California Eureka Math², National Eureka Math² Spanish, Implementation Guide Updates, Louisiana Eureka Math²
- Defined project scope and requirements in collaboration with product managers, content team, writing editors, math auditors, program managers, and production.
- Established and documented workflows, tasks, milestones, and resources needed for successful project outcomes.
- Created project management plan including project charter, communication, staffing, component scope, and risks/issues.

STEM EDITORIAL MANAGER and LEAD EDITOR/INSTRUCTIONAL DESIGNER Aptara Corporation (2017 – 2020)

- Served as the managing editor for STEM projects, including print, digital, and assessment content development.
- Editorial manager for grades 3-12 science and a K-8 mathematics assessment projects, building digital and print items of original content to align to state and national standards.
- Editorial manager for comprehensive K-5 mathematics textbook series. Responsible for Grades K-2 TE, SE, ancillaries, and digital content. Supervised two lead editors, two editorial assistants, and 20 subcontractors.
- Recruited, interviewed, hired, trained, and supervised term-of-project employees and contracted writers and editors.
- Served as the primary liaison with clients. Facilitate weekly status meeting with internal and client teams, provide regular project updates via Smartsheet, SharePoint, Asana, status reports, and frequent meeting and phone communication. Resolve issues to meet client expectations and maintain the quality of content and deadlines.

INSTRUCTIONAL DESIGNER 3 University of California San Diego, Jacobs School of Engineering (2020 – 2021)

- Course architect for curriculum, pedagogy, and design strategy of a novel science/engineering curriculum developed for high school teachers and students.
- Served as the team leader for researching project-based learning, self-regulated learning, and problem-solving methodologies. Interact with UC San Diego colleagues to build a foundation for curriculum ideas and contexts for problem solving in real-world science settings.
- Facilitated internal and external focus groups and teacher professional development engagement.
- Facilitated academic advisory committee, comprised of local school district, County Office of Education, and UC San Diego professors.

Education

- Masters in Governance - California School Boards Association
- Certificate in Geographical Information Systems Technologies - Mesa College, San Diego, CA
- Master of Arts in Education with a Concentration in Educational Technology - San Diego State University
- Multiple Subject Credential with Supplemental Authorization in Mathematics - San Diego State University
- Bachelor of Arts in Mathematics - San Diego State University

View results

Respondent

87 Anonymous

1249:51

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 *

Shad Thielman

3. Full name *

Shad Robert Thielman

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

- 11A
- 11B
- 11 - County
- 12A
- 12B
- 15
- 15 - County
- 16A
- 16B
- 17
- 17 - County
- 18A
- 18B
- 20
- 21
- 21 - County
- 22
- 23A
- 23B
- 23C
- 24

5. Name of District or COE *

Cardiff School District

6. Years on board *

1.5

7. Profession

8. Contact number *

9. Primary email address *

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. *

First, as a parent of two children who have had the privilege of receiving their primary education in public schools, a community member, and an educator, I have a vested interest in the public school system and developing a culture of lifelong learning and molding civically-minded contributing citizens. In no small part, delegates play an integral role, helping to ensure that the California School Board Association reflects the interests of school districts and county offices of education throughout the state. In doing so, delegates and the CSBA assist districts in meeting their goals. Second, as a community member, I would argue that we have a moral obligation to provide all children with the means necessary to receive a safe and equitable education. In short, students deserve to attend school in an environment that is equitable, adequate, safe, sustainable, and in keeping with the integrity of the community. By serving as a delegate on the CSBA Delegate Assembly, I aim to work collectively with local districts, county offices of education, the Board of Directors, and the Executive Committee, to meet the demands of the current educational landscape.

I believe that my combined skill set as an educator at California State University San Marcos, and twenty years of experience in operations and supply chain management is commensurate with the expectations of a CSBA Delegate Assembly member. During my time in supply chain management, I became intimately familiar with research, budget preparation, budget analysis, procurement, logistics, best purchasing practices, efficiency, written and verbal communication, and establishing relationships. Furthermore, I can provide a unique perspective that can only come from being involved in higher education. I understand the complexities that drive student learning outcomes, curriculum development, pedagogical approaches, and shared governance as an educator. I am confident that I have the experience, passion, and communication skills necessary to adequately represent the CSBA community and support their mission to ensure that the California School Board Association reflects the interests of school districts and county offices of education throughout the state.

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

As a veteran, I served the community as a United States Marine from 2000 to 2004. I have been involved with youth soccer in the Encinitas area since 2011. I am an active member of the local chapter of the Veterans of Foreign Wars and American Legion Post 416, where I served as the post historian. Within the walls of academia, I have served on the Academic Senate and as a member of the Lecturer Inclusion Work Group. In addition to these roles, I served as a member and co-Chair of the Independent Citizens Oversight Committee that oversaw Measure GG funding which provided the Cardiff School District with the means necessary to rebuild a school within the district. Last, I have served as a Trustee on the Cardiff School District Board of Trustees since November 2021. During this time, I have helped to oversee the transition from pandemic-influenced learning methods and the ongoing construction of Cardiff Elementary while maintaining the integrity of the District and the community's demands

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

Our public education system is a crucial foundational element of our democracy. As Private Schools and Charter Schools continue to proliferate throughout our communities, support for public education is as important today as it has ever been. As an individual raised in a lower socioeconomic household who attended public schools, I am apprised of the impact receiving a public education can have. I firmly contend that every child, regardless of socioeconomics, has a right to receive an equitable education in a safe, engaging, and adequate environment. To that end, I serve as a Trustee on the Cardiff School District Board of Trustees and have chosen a career in education. To be sure, I am a strong advocate of the public education system. What makes public education a success are the people and the relationships between districts, boards, and the community. Some of the substantial challenges current boards face are funding and safety. It could be argued that we are going through significant changes to our cultural landscape. These changes impact districts throughout the state in different ways. Throughout the nation and within the State of California, many districts suffer from a lack of funding. As a result, safety is compromised, classrooms are overcrowded, and fundamental educational assets such as updated textbooks and modern technology are lacking. Equally important, when coupled with the expense of higher education, the cost of living increases due to inflation significantly impacts the ability of school districts to recruit and retain educators. Last, as CoVid-19 and the subsequent pandemic have waned, it is clear that classrooms and lecture halls have been altered for both. Taken together, these challenges reflect the need for school boards to recognize the constant social fluidity and be open to new approaches and methodologies. Furthermore, the CSBA, governing boards, educators, and local officials need to create an open dialogue and work to serve the needs of our public schools, communities, and educators. It is my hope to work with members of the CSBA, school districts, educators, and the community to ensure that we meet the needs of every student and provide them with the tools that they need to be successful inside and outside of the classroom.



View results

Respondent

26 Anonymous

09:34

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 *

Whitney Nastasia Antrim

3. Full name *

Whitney Nastasia Antrim



4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B



- 11A
- 11B
- 11 - County
- 12A
- 12B
- 15
- 15 - County
- 16A
- 16B
- 17
- 17 - County
- 18A
- 18B
- 20
- 21
- 21 - County
- 22
- 23A
- 23B
- 23C
- 24

5. Name of District or COE *

Coronado Unified School District

6. Years on board *

2



7. Profession

Attorney specializing in Education Law

8. Contact number *

619-672-7855

9. Primary email address *

legallyred.esq@gmail.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. *

I am interested in bringing balance and unique perspective to the Delegate Assembly. As an attorney specializing in civil rights, constitutional law, special education, and student services, I have a lot of professional experience, and policy understanding to contribute to the Assembly. As a board member, alum, and parent in a small school district, and one that has a large military contingent, I can offer special insight into issues of equity and belonging in such a setting.

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

I have served as clerk of our Board for one year, I have initiated critical conversations around cyber safety and citizenship. I have also served on the board of Think Dignity, a nonprofit focused on activism and advocacy for people experiencing homelessness. I also served as a Deputy Public Defender for almost 20 years, specializing in serving society's most vulnerable members.

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

The biggest challenge facing governing boards is adapting to a changing world in a way that reimagines public education, family engagement, and how we can be leaders in our society to foster a sense of safety and belonging in every child in our care - no matter who they are, what they look like, their unique abilities, where they live, who they love, or where they come from.

Whitney Antrim, Trustee, Coronado Unified School District, is asking for your support as a Region 17 Representative to the CSBA Delegate Assembly. Whitney was born and raised in San Diego. The daughter of a US Navy SEAL and an American Airlines flight attendant, she was raised to embody strength, service, and hard work. Whitney is a proud product of public education in the District she now represents.



Whitney has dedicated her career to protecting the Constitution and giving a voice to those who are less fortunate. Whitney spent 18 years serving as a Deputy Public Defender for the County of San Diego, dedicated to serving the veteran and immigrant communities. She graduated from UC Santa Barbara and then pursued her law and business degrees at Vanderbilt University. Now, Whitney focuses her legal practice on Education Law, specializing in all things Student-oriented – from Special Ed to Student Services. A fierce advocate for students and the law, Whitney will share her passion and expertise in her desired role on the Delegate Assembly. Whitney will also bring her expertise in Education Law to her role on the Delegate Assembly.

Whitney brings positive energy and collaboration to everything she does. She does not get discouraged by naysayers or setbacks. Described by her legal peers as a “workhorse,” she has dedicated her life to pursuing equal access to the justice system and will always be an advocate for equal access to resources and fair administration in our schools. She’s also trauma informed by her work and has the experience to tackle tough issues for our most vulnerable students: those with disabilities, mental and physical illness, poverty, long histories of trauma and abuse. Given the current state of the world, with an entire generation traumatized by a global pandemic outside of their control and all the physical, mental, emotional, and financial stress this puts on them and their families, strong leadership is critical. With nearly two decades of government service, Whitney knows what it takes to find solutions, navigate complicated governmental agencies, and get things done. Whitney’s experience is just what we need to keep the focus on providing the best possible education the circumstances allow and recover and rebuild our schools. The San Diego County Board of Supervisors has recognized Whitney as an “Equity SHE-ro” in the field of Education.

A lifelong community servant, Whitney has run San Diego County’s Homeless Court and Stand Down programs for homeless veterans. Her focus on vulnerable community members has led to frequent volunteering at the San Diego Food Bank. Whitney has served on the board of Think Dignity, advancing hands-on advocacy and activism for people experiencing homelessness in San Diego. Whitney devotes time to the Friends of the Coronado Public Library, as a recent addition to their Board. Whitney also coached Mock Trial at Otay Ranch High School for nearly a decade, inspiring future lawyers. Whitney lives in Coronado with her husband and two children. Her kids are current and future students at Silver Strand Elementary. Her goal is to improve schools for students, parents, and teachers and ensure that all kids are safe, welcomed, and given a world class education. Whitney has an open-door policy and would love to connect with you. You can email her at whitney.antrim@coronadousd.net. Please support **Whitney Antrim for CSBA Delegate Assembly!**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING TENTATIVE AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION

BACKGROUND INFORMATION:

A Tentative Agreement was reached between the District and the San Ysidro Education Association (SYEA) in reference to various Bargaining Agreement Articles:

- Article 9 – Class Size
- Article 15 – Observation/Evaluation Procedures
- Article 18 – Compensation and Fringe Benefits:
 - Effective July 1, 2022 – 6% certificated salary schedule increase.
 - Effective January 1, 2023 – 0.5% certificated salary schedule increase.
 - Effective July 1, 2022 – 2% off schedule payment based on the salary schedule
 - Student and Non-Student Contact Time: Hourly rates based on Range/Step of current salary schedule.
 - Fringe Benefits – In addition, effective January 1, 2023, the health and welfare benefits will be increased from an annualized capped amount of \$10,000 to \$10,500.00.

The Tentative Agreement is for the period of July 1, 2022 through June 30, 2023.

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education in reference to Article 18 – Compensation and Fringe Benefits to provide a certificated salary schedule and health & welfare benefits increase and approval of the Collective Bargaining Tentative Agreement with San Ysidro Education Association (SYEA).

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

Yes No

Yes No

2022-2023

\$2,453,584.40

(Amount)

General & Child Development Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: SAN YSIDRO EDUCATION ASSOCIATION Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2022 Ending: 6/30/2023

This agreement will be acted upon by the Governing Board at its meeting on: February 9, 2023
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2022-2023		Year 2 2023-2024		Year 3 2024-2025	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$21,250,060.33	\$0.00	0.00%	\$451,627.53	2.00%	\$460,660.08	2.00%
2. Salary Schedule - Increase (Decrease)	\$21,250,060.33	\$1,331,316.28	6.27%	\$1,331,316.28	5.90%	\$1,331,316.28	5.57%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$21,250,060.33	\$694,015.30	3.27%	\$243,514.02	1.11%	\$243,514.02	1.10%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$4,992,064.17	\$312,752.82	6.27%	\$476,055.47	8.97%	\$478,177.40	8.27%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,310,000.00	\$115,500.00	5.00%	\$115,500.00	4.76%	\$115,500.00	4.55%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$28,552,124.50	\$2,453,584.40	8.59%	\$2,618,013.31	8.44%	\$2,629,167.79	7.82%
7. Total Number of Represented Employees	231.00	231.00		223.00		223.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$123,602.27	\$10,621.58	8.59%	\$11,739.97	8.75%	\$11,789.99	8.08%

Impact on other Funds: _____

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

Tentative agreement between SYSD and SYEA for the period of July 1, 2022 through June 30,2023

Article 18: Compensation and Fringe Benefits

The certificated salary schedule shall increased by 6% effective July 1, 2022 and 0.5% effective January 1,

A 2% off schedule payment shall be issued based on the salary schedule that begins July 1, 2022.

Student contact time: Range 3, Step 7 of the current salary schedule

Non-Student contact time: Range 3, Step 1 of the current salary schedule

Fringe Benefits: The pool shall be equal, on an annualized basis to \$10,500 times the number of eligible employees. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed \$10,500 on a proportionate basis according to the full costs of their respective plans.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

There are no changes in non-compensation items at this time.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

The district will present the 2023-2024 Projected Budget Reduction Plan to the Board on February 9, 2023 to address the reserves in future years.

D.	<p>What contingency language is included in the proposed agreement? Include specific areas identified f reopeners, applicable fiscal years, and specific contingency language.</p> <p>If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for i this agreement, the District shall provide an equivalent compensation percentage to SYEA.</p>
----	---

E.	<p>Source of Funding for Proposed Agreement The funding sources are the general fund and the child development fund.</p> <p>2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? The ongoing cost will be funded by the general fund and the child development fund.</p> <p>3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)</p> <p>The funding sources are the general fund and the child development fund.</p> <p>Provisions of this tentative agreement will be effective July 1, 2022 to June 30, 2023.</p>
----	--

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$96,979,032
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	3,835.00
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$2,909,370.97

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,835,763.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$1,942,324.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$4,778,087.00

3. Do unrestricted reserves meet the state standard minimum reserve amount?

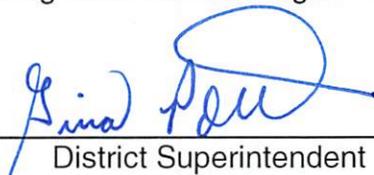
Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

1/26/2023

Date


 Chief Business Official
 (Signature)

1/26/2023

Date

Contact Person: Marilyn Adrianzen

Telephone No.: (619) 428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: February 9, 2023
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of (insert date) 12/12/2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	55,033,279			55,033,279
Remaining Revenues (8100-8799)	35,318,007			35,318,007
TOTAL REVENUES	90,351,286	0	0	90,351,286
EXPENDITURES:				0
1000 Certificated Salaries	34,317,598	2,025,332	(450,501)	35,892,428
2000 Classified Salaries	13,844,527			13,844,527
3000 Employee Benefits	19,007,388	428,253	(105,832)	19,329,809
4000 Books and Supplies	5,213,324			5,213,324
5000 Services and Operating Expenses	17,337,555			17,337,555
6000 Capital Outlay	4,595,678			4,595,678
7000 Other	209,378			209,378
TOTAL EXPENDITURES	94,525,448	2,453,584	(556,333)	96,422,700
OPERATING SURPLUS (DEFICIT)	(4,174,163)	(2,453,584)	556,333	(6,071,414)
OTHER SOURCES AND TRANSFERS IN				0
OTHER USES AND TRANSFERS OUT				0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(4,174,163)	(2,453,584)	556,333	(6,071,414)
BEGINNING BALANCE	17,239,117			17,239,117
CURRENT YEAR-ENDING BALANCE	13,064,954	(2,453,584)	556,333	11,167,703
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	50,000			50,000
Restricted (9740)	6,275,867			6,275,867
Committed (9750/9760)				0
Assigned (9780)	1,961,000	(511,260)		1,449,740
Reserve Economic Uncertainties (9789)	2,835,763			2,835,763
Unassigned/Unappropriated (9790)	1,942,324	(1,942,324)		0

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

Other Revisions (column 3) explanation:

The adjustment in Column 3 includes the 2% off schedule which is already included in the district's 1st interim report. The off-schedule will be funded by ESSER III.

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of “all” agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on “any area of compensation,” a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district’s financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any “one-time” bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For *Year 2* and *Year 3*, explain in "Comments" section, if applicable.

- a. **Cost Prior to Proposed Agreement:** Enter the amount from Line 2(a).
- b. **\$:** Enter the annual amount of the proposed change in *Other Compensation*.
- c. **%:** Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column*, and *Other Compensation* reported on Line 1(b) through Line 3(b).
- c. **%:** Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

- a. **Cost Prior to Proposed Agreement:** Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. **\$:** Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. **%:** Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

- a. **Cost Prior to Proposed Agreement:** Total Lines 3(a), 4(a), and 5(a).
- b. **\$:** Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. **%:** Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

- a. **Cost Prior to Proposed Agreement:** Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. **\$:** Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. **%:** Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

TENTATIVE AGREEMENT

Between

San Ysidro Education Association and San Ysidro School District

For

July 1, 2022 through June 30, 2023

Subject to ratification by the San Ysidro Education Association and approval by the San Ysidro School District Board of Trustees, the parties have tentatively agreed to a new Collective Bargaining Agreement, which is set forth in the attached redline versions. **If an agreement is reached with any other Bargaining Unit that exceeds the compensation package provided for in this agreement, the District shall provide an equivalent compensation percentage to SYEA.**

Date: 1/17/2023

Date: 1-17-23

For San Ysidro School District

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For San Ysidro Education Association

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ARTICLE 9. CLASS SIZE

A. The following class size maximum number is set forth:

TK: Beginning with the 2022-2023 school year the class size for TK shall comply with the provisions of AB 130 as set forth below:

2022 - 2023: Maximum 24

2023 - 2026: Maximum 20

For the year 2022-2023, there shall be a maximum adult to student ratio of 1:12.

For the years 2023-2026, there shall be a maximum adult to student ratio of 1:10.

Such ratios may be satisfied by one teacher and any one of the following: Instructional Aide, Substitute Instructional Aide, or Substitute teacher.

Regardless of year, if a necessary adult is absent, and no coverage is available, then the TK teacher shall be compensated \$10 per day, per student that goes above the maximum ratio.

K: Maximum 24

1st – 3rd: Maximum 24

4th – 6th: Maximum 28

7th & 8th Core Subjects: Maximum 32 per period

7th & 8th P.E.: Maximum ~~55~~50 per period

7th & 8th Electives: VAPA courses maximum 40 per period
Non-VAPA maximum 30 per period

Special education classes shall be maintained at sizes which are consistent with appropriate special education best practices and all legal procedures related to placements of such students or mainstreaming of such students will be followed.

If an individual SDC Class reaches thirteen (13) students enrolled, the site principal shall call a meeting with the impacted teacher, an SYEA representative, and the Director of Special Education to discuss and implement possible remedies including, but not limited to, additional staffing support and balancing of classes.

The District will attempt to maintain class sizes as set forth below:

Special Day Classes (SDC) TK-8: 13

Pursuant to Education Code 56362(c) and Education Code 56363.3 the following caseloads will be observed.

RSP Caseload: Max 28
Speech and Language Pathologists: Max 55

Should there be any modifications to the Education Codes listed above, the parties agree to meet to discuss the changes.

In elementary school situations in which more than one grade level is assigned to a unit member, the lower of the two grade level class size maximums shall apply. Furthermore:

- All unit members at the elementary school level teaching more than one grade level or any Special Day class teacher (Preschool-8) teaching more than one grade level, shall receive a stipend of \$2,000 each school year.

In the event the foregoing class sizes for grades TK-3 are found by an authority of competent jurisdiction to be inconsistent with Education Code section 42238.02(d)(3)(B) (i.e., LCFF), the Parties agree, upon the written request of either party, to meet and negotiate to address any such inconsistency.

Students above the maximum:

Additional students placed in the classrooms above the agreed maximum will follow these guidelines.

1. Any general ed teacher who receives a student above the maximum will receive \$10 per day per student.
 - a. At the start of the school year, general ed teachers will receive compensation starting the eleventh day of enrollment for the additional student.
 - b. Starting on the twelfth day of the school year, if any general ed teacher receives a student above the maximum, the teacher will receive \$10 per day, per student, starting on the first day of the student's enrollment.
 - c. Student enrollment shall be calculated by the District on Friday's through the student information system.
2. SDC teachers who have student enrollment above the class sizes listed above shall receive \$20 per day per student starting on the first day of school or the first day of attendance of the extra students.
3. The student count is based on a number of students enrolled in the class and not on a daily attendance.

4. Once all classes within a grade level at a school site have reached the maximum, the additional students will be placed in the classes based on seniority with the most senior teacher getting the first extra student.
 - a. No more than two (2) additional students above the maximum shall be enrolled in any K class. For TK, there shall be no more students enrolled than the legal maximum according to AB 130.
 - b. No more than four (4) additional students above the maximum shall be enrolled in grades 1-8.

When the class size maximum within a grade level at a school site is reached and an additional 20 students are enrolled, an additional teacher shall be hired. Those 20 additional students shall be placed with the new teacher that was hired if it occurs prior to August 31. Whenever classroom space is unavailable, the District and the Association will meet to generate a plan to address class size overage.

- B. The District shall make a reasonable effort to establish a balance in the number of students assigned per class, grade level or subject with the recognition that factors such as credentialing, curriculum, and enrollment trends may limit such balancing. The staff at particular sites shall have the right to consult with site administrators with regard to balancing issues.
- C. If a classroom does not receive a substitute when a teacher is absent, and if those students are assigned to other classrooms for the day, students shall be divided equally to other same or similar grade level classrooms as much as practical.

ARTICLE 15. OBSERVATION/EVALUATION PROCEDURES

Unit members shall be observed and evaluated by their immediate supervisor and/or designee at each school or administrative site according to the following schedule:

- Probationary Employees: 1st set of two formal observations and written evaluation by November 30th
2nd set of two formal observations and written evaluation by March 1st
- Permanent Employees: 1st formal observation by November 30th
2nd formal observation by March 1st
Final evaluation no later than 30 days before the end of the school year

The District shall determine the need for, the type of, and provide the necessary assistance to unit members for the purpose of improving their teaching competencies. If the immediate supervisor determines that a unit member is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Governing Board, the immediate supervisor shall notify the unit member in writing of that fact and describe the unsatisfactory performance. The immediate supervisor shall continue to confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in his or her performance through an assistance plan followed by participation in the Peer Assistance and Review (PAR) program.

A. Observation Procedures.

1. Frequency of Observations. A minimum of two (2) unannounced or announced classroom observations, at least twenty (20) minutes in length each, are required for each evaluation period.

Additional announced or unannounced observations may be conducted at the immediate supervisor's discretion. The immediate supervisor or unit member may also request outside evaluation assistance from the Educational Services Department Head, if necessary, after the required two observations.

2. All classes may include observations in the areas of reading, language, math and one other subject selected by the immediate supervisor. A lesson plan will be provided by the unit member prior to the observation if requested by the immediate supervisor.
3. The immediate supervisor shall utilize the District approved form ("Observation Form") to compile all observation information. Additional pages may be affixed when necessary, but their addition must be indicated on the Observation Form. The Observation Form shall contain:
 - a. The date, time and location of the observation;

- b. A description of each of the two areas observed that are agreed upon by both the site administrator and the unit member; and
 - c. Suggestions for improvement where appropriate.
 4. Within ten (10) days of an observation, the immediate supervisor shall meet with the unit member to discuss the observation and review the Observation Form. The Observation Form shall be signed by both the immediate supervisor and the unit member to indicate that the Observation Form has been reviewed by the unit member. A copy of the Observation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.
 5. If the immediate supervisor determines that additional observations and conferences are necessary to maintain the level of competency expected of unit members, the site administrator shall increase the number of observations and conferences.

B. Final Evaluation Procedures

1. Frequency of Evaluation.

Probationary Employees: Unit members with probationary employment status shall be evaluated twice each school year.

- a. Unit members who begin employment 30 duty days or less prior to the observation/evaluation deadline, will not be included in that evaluation cycle.

Permanent Employees: Unit members that have attained permanent employment status shall be evaluated at least once every other year.

If a unit member with permanent status receives an unsatisfactory evaluation, the District shall evaluate the unit member each school year until the unit member achieves a satisfactory evaluation or is separated from the District.

Unit members who are on leave for 30 duty days or more prior to an observation/evaluation deadline will not be included in that observation or evaluation unless the unit member chooses to be included. Members who miss their 1st and 2nd formal observation deadline as a result shall be observed and/or evaluated the following year.

Permanent Employees With Ten Years: Unit members that have attained permanent employment status, have been employed at least ten (10) years with the District as of the first duty day of the current school year and whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by the Governing Board, will be evaluated every five years.

This does not eliminate an immediate supervisor's right to informally observe a teacher and make recommendations for improvement. Should an immediate supervisor determine that a unit member is not performing to standard at any time during the five-year period, the immediate supervisor may provide the teacher with notice that formal observations and evaluation will be implemented for the following school year.

The formal observation cycle will commence no later than October of the following school year.

The immediate supervisor shall utilize the District approved form ("Evaluation Form"). Additional pages may be affixed when necessary, but their addition must be indicated on the Evaluation form. The Evaluation Form shall contain a description of the areas evaluated and suggestions for improvement where appropriate.

2. The immediate supervisor shall meet with the unit member to review the Evaluation Form. The Evaluation Form shall be signed by both the site administrator and the unit member to indicate that the Evaluation Form has been reviewed by the unit member. A copy of the Evaluation Form shall be forwarded to the Human Resources Department Head after the immediate supervisor's conference with the unit member.
3. The unit member may prepare a written response to the evaluation, which will be attached to the Evaluation Form.
4. Unit members shall only be evaluated under the CTSP aligned evaluation process for those portions of the CTSP in which the unit member has completed training.

C. Informal Observation by Visitors other than District Administrators

The purpose of this language is to collaborate to minimize disruption to teaching and learning, and to protect the integrity of the evaluation process. In order to accomplish this purpose, the San Ysidro School District and the San Ysidro Education Association agree to the following regarding informal observations by visitors other than District administrators:

1. School administrators will be present during informal observations;
2. Visits to schools by those other than District administrators shall be announced in advance;
3. Information gathered during informal observations with visitors shall not be applied to unit members' evaluations;

4. Feedback from, and information gathered during informal observations will not be disseminated in a manner which identifies unit members on an individual basis, except in those instances in which an individual unit member must be identified in order to obtain a benefits (i.e., special recognition, program incentives, etc...);
5. Informal observers shall not interrupt the teacher or students during instruction; and
6. Informal observations shall not add to, detract, or alter in any way, the agreed upon evaluation procedure in the current collective bargaining agreement between the parties.

D. During the 2022-2023 school year, the parties shall establish an advisory committee to develop and suggest revisions to the observation and evaluation forms included in Appendix G as well as to develop a standard performance improvement plan form. The committee shall consist of the Human Resources Department Head, two site Principals, two other administrators and five certificated staff to be selected by the Association. The committee shall begin meeting no later than March 1, 2023 so that the new forms may be presented to the bargaining teams in the 2023-2024 school year and possibly implemented for the 2024-2025 school year.

ARTICLE 18. COMPENSATION AND FRINGE BENEFITS

A. Compensation.

The certificated salary schedule shall be increased by ~~3% effective January 1, 2022~~ 6% effective July 1, 2022 and 0.5% effective January 1, 2023.

In addition, a 2% off schedule payment shall be issued based on the salary schedule that ~~starts January 1, 2022 for the 2021-2022 school year~~ begins July 1, 2022.

B. Immediately following the ratification of this Agreement by both parties, the following proposed hourly rates shall be effective. The rates shall be paid in accordance with past practice and apply to those professional assignments which occur outside the unit member's contractual duty day and are authorized by the site administrator and approved by the Governing Board. Such assignments would be in-district, unless otherwise authorized by the Superintendent or his/her designee, and the District shall be the sole determiner as to whether the activity is covered by this Article.

Student Contact Time \$40/hour Hourly rate based on Range 3, Step 7 of the current salary schedule

Non-Student Contact Time \$30/hour Hourly rate based on Range 3, Step 1 of the current salary schedule

C. Fringe Benefits:

1. Eligible employees may select the type of plan and carrier approved by the District for medical, dental, vision, and life insurance benefits.
2. The District on an annual basis shall establish a "pool" to implement the District's maximum contribution per eligible employee. All eligible District certificated employees shall be placed into one (1) combined pool. ~~The pool shall be equal, on an annualized basis to the product of Nine Thousand Five Hundred Dollars (\$9,500) times the number of eligible employees through December 31, 2021.~~ Effective January 1, ~~2022~~2023, the pool shall be equal, on an annualized basis to the product of Ten Thousand Dollars, Five Hundred (~~\$10,000~~10,500) times the number of eligible employees. The utilization of a pool approach shall allow an individual eligible employee to receive a District contribution of less or more than ~~\$10,000~~10,500 per year, but in no event shall the total amount contributed by the District be less than the product ~~\$10,000~~10,500 times the number of eligible employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed ~~\$10,000~~10,500 on a proportionate basis according to the full costs of their respective plans.
3. The District shall allow qualified unit members to enroll in the Medicare program.

4. As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth above in Section D.2, and at least as much as the total annual premium costs for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.

D. SPED Stipend: The SPED stipend shall be increased to \$3,000 yearly beginning July 1, 2022 to all members holding a valid SPED credential and serving in a SPED assignment.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

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

AGENDA ITEM: BUDGET REDUCTION PLAN 2023-24
(RESOLUTION NO. 22/23-0041)

BACKGROUND INFORMATION:

On December 12, 2022, the Governing Board approved the First Interim Financial Report for fiscal year 2022-23. As new budgetary information is received, the Chief Business Official analyzes the fiscal impact it will have on our District. A Budget Reduction Plan that reflects the most up to date county and state budget assumptions is being submitted for approval.

The budget plan for fiscal year 2023-24 reflects that if the District's fiscal condition does not improve, the district will implement at least \$3,000,000 in expenditure reductions in 2023-24.

RECOMMENDATION:

Approve the Budget Reduction Plan for 2023-24 (Resolution No. 22/23-0041).

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2023-2024 Projected Budget Reduction Plan

		Estimated Reduction
1	Savings from Supplementary Retirement Plan (SRP) Vacancies Not Replaced <ul style="list-style-type: none"> • Various vacant management, certificated & classified noted in SRP: Layoff Resolutions 	\$1.4M
2	Shift Qualified Expenditures to Various Grant Programs <ul style="list-style-type: none"> • Arts, Music & Instructional Materials Discretionary Block Grant (One Time Funds); 2023-24 STRS/PERS Pension Increased Costs = Approx. \$1,040,980 • Supplemental/Concentration Funds: Up to \$500,000 • Learning Recovery Block Grant (One Time Funds): Up to \$50,000 • Expanded Learning Opportunities Program: Up to \$175,000 	\$1.6M to \$1.7M
3	Freeze/Layoff Vacant Positions When Possible <ul style="list-style-type: none"> • Natural Attrition in 2023-2024 • Ongoing increase in STRS/PERS Pension Costs 	TBD

2023-2024 Estimated Budget Reduction Plan Total	\$3 Million
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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Student Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023

SAN YSIDRO SCHOOL DISTRICT
STUDENT CALENDAR

2024

Month	M	T	W	TH	F	Student Days	Holidays
July 2023	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	6	7/4 - Independence Day - Legal Holiday 7/24 - First Day for Students
August 2023	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	23	
September 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	15	9/4 - Labor Day - Legal Holiday 9/22 - Progress Report #1 (middle schools) 9/25 - 10/9 Fall Break
October 2023	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	16	10/10 - Students Return 10/23 - 10/27 Preschool Parent Conferences
November 2023	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	3 10 17 24	16	11/3 - End of first trimester (63 days - elementary schools) 11/10 - In Lieu of Veteran's Day - Legal Holiday 11/13 - 11/17 Parent Conferences 11/23 - 11/24 Thanksgiving Legal and Local Holidays
December 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	11	12/15 - End of first semester (87 days - middle schools) 12/18 - 1/8 Winter Break 12/22 - 12/25 Declared and Legal Holidays 12/28 - 12/29 Declared Holidays
January 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	16	1/1 - New Year's Day - Legal Holiday 1/9 - Students Return 1/15 - Martin Luther King Jr. - Legal Holiday
February 2024	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23	19	2/16 - Lincoln Day - Legal Holiday 2/19 - Washington Day - Legal Holiday
March 2024	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	11	3/1 - End of second trimester (60 days - elementary schools) 3/8 - Progress Report #2 (middle schools) 3/11 - 3/15 Parent Conferences (elementary and middle) 3/18 - 3/29 Spring Break 3/28 - 3/29 - Cesar Chavez - Observed & Local Holidays
April 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	22	4/1 - Students Return 4/15 - 4/19 Preschool Parent Conferences
May 2024	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	3 10 17 24 31	22	5/27 - Memorial Day - Legal Holiday
June 2024	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	3	6/5 - End of third trimester (57 days - elementary schools) 6/5 - End of second semester (93 days - middle schools) 6/5 - Last Day for Students 6/19 - Juneteenth - Legal Holiday

180

◇ First/Last Day for Students ○ Minimum Days □ Legal/Local Holidays School Closed

--- End of trimester / semester Board Approved: _____

"Subject to modification if required by Collective Bargaining"

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 CLASSIFIED EMPLOYEE 10 MONTH (209 DAYS) WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (209 Days) Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Classified Employee 10 Month (209 Days) Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

10 Months

Work Days	181
Holidays	18
Mandatory Vacation Days	10
Non-Work Days	51

209 Work Year

**Additional
Vacation Days
with Approval**

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
2	4	5	7	8

Board Approved

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2023										
3	4	5	6	7						7/4 - Independence Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31	6	7	1	0	13					
August, 2023										
1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		23	23	0	0	0	
September, 2023										
				1						9/4 - Labor Day - Legal Holiday
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						9/25 - 10/9 Student Fall Break
25	26	27	28	29	15	15	1	0	5	
October, 2023										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				16	16	0	0	6	
November, 2023										
				1						11/10 - In Lieu of Veteran's Day - Legal Holiday
6	7	8	9	10						11/22 - Admission Day - Legal Holiday
13	14	15	16	17						11/23 - Thanksgiving - Legal Holiday
20	21	22	23	24						11/24 - Thanksgiving - Local Holiday
27	28	29	30		16	16	4	0	2	
December, 2023										
				1						12/18 - 1/8 Student Winter Break
4	5	6	7	8						12/22 - In lieu of Christmas Eve - Legal Holiday
11	12	13	14	15						12/25 - Christmas Day - Legal Holiday
18	19	20	21	22						12/28 - CSEA Floating Holiday
25	26	27	28	29	11	11	4	0	6	12/29 - In Lieu of New Year's Eve - Legal Holiday

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2024										
1	2	3	4	5						1/1 - New Year's Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26						
29	30	31			16	16	2	4	1	
February, 2024										
				1						
5	6	7	8	9						
12	13	14	15	16						2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23						2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	0	
March, 2024										
				1						
4	5	6	7	8						
11	12	13	14	15						3/18 - 3/29 Student Spring Break
18	19	20	21	22						3/28 - Spring Holiday
25	26	27	28	29	11	11	2	6	2	3/29 - Cesar Chavez - Local Holiday
April, 2024										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				22	22	0	0	0	
May, 2024										
				1						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2024										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	3	1	0	16	

- Bus Driver
- Campus Aide
- Campus Security
- Child Nutrition Specialist
- Instructional Aide (Elementary & Preschool)
- Instructional Aide Special Education
- Instructional Health Care Assistant

- Lead Campus Security
- Lead Child Nutrition Specialist
- Licensed Vocational Nurse
- Locker Room Attendant
- Outreach Consultant
- Testing Assistant

CSEA:



Date 2/3/23
 Date 02/03/23

SYSD:

 Date 2/3/23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources Informational
Linda Olea, Executive Director Action

AGENDA ITEM: 2023-2024 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 10 Month (213 Days) Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Classified Employee 10 Month (213 Days) Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

10 Months

Work Days	185
Holidays	18
Mandatory Vacation Days	10
Non-Work Days	47

213 Work Year

Additional
 Vacation Days
 with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
2	4	5	7	8

Board Approved

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2023										
3	4	5	6	7						7/4 - Independence Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28	6	9	1	0	11	
31										
August, 2023										
1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		23	23	0	0	0	
September, 2023										
				1						
4	5	6	7	8						9/4 - Labor Day - Legal Holiday
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	15	15	1	0	5	9/25 - 10/9 Student Fall Break
October, 2023										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				16	17	0	0	5	
November, 2023										
	1	2	3							
6	7	8	9	10						11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17						11/22 - Admission Day - Legal Holiday
20	21	22	23	24						11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	16	4	0	2	11/24 - Thanksgiving - Local Holiday
December, 2023										
				1						12/18 - 1/8 Student Winter Break
4	5	6	7	8						12/22 - In lieu of Christmas Eve - Legal Holiday
11	12	13	14	15						12/25 - Christmas Day - Legal Holiday
18	19	20	21	22						12/28 - CSEA Floating Holiday
25	26	27	28	29	11	11	4	0	6	12/29 - In Lieu of New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2024										
1	2	3	4	5						1/1 - New Year's Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26	16	16	2	4	1	
29	30	31								
February, 2024										
	1	2								
5	6	7	8	9						
12	13	14	15	16						2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23						2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	0	
March, 2024										
				1						
4	5	6	7	8						
11	12	13	14	15						3/18 - 3/29 Student Spring Break
18	19	20	21	22						3/28 - Spring Holiday
25	26	27	28	29	11	11	2	6	2	3/29 - Cesar Chavez - Local Holiday
April, 2024										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				22	22	0	0	0	
May, 2024										
	1	2	3							
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2024										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	4	1	0	15	

Child & Families Project Facilitator
 Testing Assistant
 Instructional Aide (Elementary & Preschool)
 Instructional Health Care Assistant
 Instructional Aide Special Education

CSEA: *R.A.M.*

Date 2/3/23

[Signature]

Date 02/03/23

SYSD:

[Signature]

Date 2/3/23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources Informational
Linda Olea, Executive Director Action

AGENDA ITEM: 2023-2024 CLASSIFIED EMPLOYEE 11 MONTH WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 11 Month (239 Days) Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Classified Employee 11 Month (239 Days) Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

--

N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

**SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar**

11 Months

Work Days	221
Holidays	18
Mandatory Vacation Days	0
Non-Work Days	21

Vacation Days
with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
13	15	16	18	19

239 Work Year

Board Approved

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
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M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
---	---	---	----	---	--------------	-----------	----------	---------------	--------------	----------

July, 2023

3	4	5	6	7						7/4 - Independence Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31	6	17	1	0	3					

January, 2024

1	2	3	4	5						1/1 - New Year's Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26						
29	30	31	16	21	2	0	0			

August, 2023

1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31	23	23	0	0	0		

February, 2024

1	2									
5	6	7	8	9						
12	13	14	15	16						2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23						2/19 - G. Washington - Legal Holiday
26	27	28	29	19	19	2	0	0		

September, 2023

1										
4	5	6	7	8						9/4 - Labor Day - Legal Holiday
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	15	15	1	0	5	9/25 - 10/9 Student Fall Break

March, 2024

1										
4	5	6	7	8						
11	12	13	14	15						3/18 - 3/29 Student Spring Break
18	19	20	21	22						3/28 - Spring Holiday
25	26	27	28	29	11	16	2	0	3	3/29 - Cesar Chavez - Local Holiday

October, 2023

2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31	16	22	0	0	0				

April, 2024

1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	22	22	0	0	0				

November, 2023

1	2	3								
6	7	8	9	10						11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17						11/22 - Admission Day - Legal Holiday
20	21	22	23	24						11/23 - Thanksgiving - Legal Holiday
27	28	29	30	16	16	4	0	2		11/24 - Thanksgiving - Local Holiday

May, 2024

1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday

December, 2023

1										12/18 - 1/8 Student Winter Break
4	5	6	7	8						12/22 - In lieu of Christmas Eve - Legal Holiday
11	12	13	14	15						12/25 - Christmas Day - Legal Holiday
18	19	20	21	22						12/28 - CSEA Floating Holiday
25	26	27	28	29	11	11	4	0	6	12/29 - In Lieu of New Year's Eve - Legal Holiday

June, 2024

3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	17	1	0	2	

- Administrative Clerk I
- Administrative Clerk II
- Administrative Secretary I
- Area Production Lead
- Health Clerk
- Instructional Media Resource Aide
- School Administrative Assistant

CSEA: *[Signature]* Date 2/3/23
Date 02/03/23

SYSD: *[Signature]* Date 2/3/23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 CLASSIFIED EMPLOYEE 12 MONTH WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Employee 12 Month (260 Days) Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Classified Employee 12 Month (260 Days) Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

..

N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

12 Months

Work Days	242
Holidays	18
Mandatory Vacation Days	0
Non-Work Days	0

260 Work Year

Vacation Days with Approval

1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21+ yrs
14	16	17	19	20

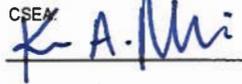
Board Approved

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2023										
3	4	5	6	7						7/4 - Independence Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28	6	20	1	0	0	
31										
August, 2023										
1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		23	23	0	0	0	
September, 2023										
				1						
4	5	6	7	8						9/4 - Labor Day - Legal Holiday
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	15	20	1	0	0	9/25 - 10/9 Student Fall Break
October, 2023										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				16	22	0	0	0	
November, 2023										
				1						
6	7	8	9	10						11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17						11/22 - Admission Day - Legal Holiday
20	21	22	23	24						11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	18	4	0	0	11/24 - Thanksgiving - Local Holiday
December, 2023										
				1						12/18 - 1/8 Student Winter Break
4	5	6	7	8						12/22 - In lieu of Christmas Eve - Legal Holiday
11	12	13	14	15						12/25 - Christmas Day - Legal Holiday
18	19	20	21	22						12/28 - CSEA Floating Holiday
25	26	27	28	29	11	17	4	0	0	12/29 - In Lieu of New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2024										
1	2	3	4	5						1/1 - New Year's Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26						
29	30	31			16	21	2	0	0	
February, 2024										
				1						
5	6	7	8	9						
12	13	14	15	16						2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23						2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	0	
March, 2024										
				1						
4	5	6	7	8						
11	12	13	14	15						3/18 - 3/29 Student Spring Break
18	19	20	21	22						3/28 - Spring Holiday
25	26	27	28	29	11	19	2	0	0	3/29 - Cesar Chavez - Local Holiday
April, 2024										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				22	22	0	0	0	
May, 2024										
				1						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday
June, 2024										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	19	1	0	0	

Accounts Payable Specialist
Accounting Technician II
Accounting Technician III
Administrative Secretary II
Administrative Secretary III
Buyer
Custodian
Data Reporting Analyst
Data Support Specialist
Delivery Person
District Translator
Gardener
Information Computer Specialist
Information Systems Analyst

Lead Custodian
Lead Gardener
Lead Maintenance
Maintenance / Electrical Person
Maintenance / HVAC
Maintenance / Locksmith
Maintenance / Painter
Maintenance / Plumber
Maintenance Person
Mechanic
Publication Technician
Senior Payroll & Benefits Accountant
Special Education Technician
Transportation Operations Technician
Warehouse Distribution Associate

CSEA:

Date 2/3/23

Date 02/03/23

SYSD:

Date 2/3/23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 TEACHER WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Teacher Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Teacher Work Calendar.

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 2022-2023 Budget?

Requisition #

Yes No

Yes No

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N/A

--

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023

SAN YSIDRO SCHOOL DISTRICT
TEACHER & SCHOOL NURSE WORK CALENDAR

2024

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2023	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	6	9	7/4 - Independence Day - Legal Holiday 7/19 - Staff Development 7/20 - AM Staff Development - PM Teacher Prep 7/21 - Teacher Prep 7/24 - First Day for Students	Staff Mtg./Principal Directed
August 2023	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	(4) (11) (18) (25)	23	23		Tch. Prep/Individual Planning Staff Mtg./Principal Directed Grade Level/Teacher Collaboration CCSS PLC/Principal Directed
September 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	(1) (8) (15) (22) (29)	15	15	9/4 - Labor Day - Legal Holiday 9/22 - Progress Report #1 (middle schools) 9/25 - 10/6 Fall Break	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration Staff Mtg./Principal Directed CCSS PLC/Principal Directed
October 2023	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	16	17	10/9 - AM Staff Development - PM Teacher Prep 10/10 - Students Return 10/23 - 10/27 Preschool Parent Conferences	Grade Level/Teacher Collaboration Tch. Prep/Individual Planning Staff Mtg./Principal Directed
November 2023	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	(3) (10) (17) (24)	16	16	11/3 - End of first trimester (63 days - elementary schools) 11/10 - In Lieu of Veteran's Day - Legal Holiday 11/13 - 11/17 Parent Conferences 11/23 - Thanksgiving Legal 11/24 - Local Holiday	Tch. Prep/Individual Planning
December 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	(1) (8) (15) (22) (29)	11	11	12/15 - End of first semester (87 days - middle schools) 12/18 - 1/5 Winter Break 12/22 - 12/25 Declared and Legal Holidays 12/28 - 12/29 - Declared Holidays	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration Staff Mtg./Principal Directed
January 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	(5) (12) (19) (26)	16	17	1/1 - New Year's Day - Legal Holiday 1/8 - AM Staff Development - PM Teacher Prep 1/9 - Students Return 1/15 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration Staff Mtg./Principal Directed
February 2024	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	(2) (9) (16) (23)	19	19	2/16 - Lincoln Day - Legal Holiday 2/19 - Washington Day - Legal Holiday	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration Staff Mtg./Principal Directed
March 2024	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	(1) (8) (15) (22) (29)	11	11	3/1 - End of second trimester (60 days - elementary schools) 3/8 - Progress Report #2 (middle schools) 3/11 - 3/15 Parent Conferences 3/18 - 3/29 Spring Break 3/28 - 3/29 - Cesar Chavez - Observed & Local Holidays	Staff Mtg./Principal Directed Tch. Prep/Individual Planning
April 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	(5) (12) (19) (26)	22	22	4/1 - Students Return 4/15 - 4/19 Preschool Parent Conferences	Staff Mtg./Principal Directed Grade Level/Teacher Collaboration Tch. Prep/Individual Planning CCSS PLC/Principal Directed
May 2024	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	(3) (10) (17) (24) (31)	22	22	5/27 - Memorial Day - Legal Holiday	Tch. Prep/Individual Planning Grade Level/Teacher Collaboration CCSS PLC/Principal Directed Staff Mtg./Principal Directed Tch. Prep/Individual Planning
June 2024	(3) 10 17 24	(4) 11 18 25	(5) 12 19 26	(6) 13 20 27	7 14 21 28	3	4	6/5 - End of third trimester (57 days - elementary schools) 6/5 - End of second semester (93 days - middle schools) 6/6 - AM Staff Development - PM Teacher Prep 6/19 - Juneteenth - Legal Holiday	
						180	186		

First/Last Day for Students
 Student Minimum Days
 Legal/Local Holidays
 End of trimester / semester
 Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed
Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

G. Sanchez Date 1/26/2023

SYSD:

[Signature] Date 1/26/2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 COUNSELORS WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Counselors Work Calendar for the 2023-2024 school year. In accordance with the agreed to collective bargaining agreement, counselors will work 191 days per year.

RECOMMENDATION:

Approve the 2023-2024 Counselors Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

..

N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023

SAN YSIDRO SCHOOL DISTRICT COUNSELORS

2024

Calendar grid with columns for Month, M, T, W, TH, F, Student Days, Work Days, Holidays, and Fri. Minimum Day Meetings. Includes dates from July 2023 to June 2024.

Legend: Diamond symbol for First/Last Day for Students, Circle for Student Minimum Days, Square for Legal/Local Holidays, Grey box for School Closed. Includes note: Subject to modification if required by Collective Bargaining.

SYEA:

Signature: J. Sandy Date: 1/26/2023

SYSD:

Signature: [Handwritten] Date: 1/26/2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 PSYCHOLOGISTS WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Psychologists Work Calendar for the 2023-2024 school year. In accordance with the agreed to collective bargaining agreement, School Psychologists will work 191 days per year.

RECOMMENDATION:

Approve the 2023-2024 Psychologists Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

--

N/A

(Amount)

--

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023

SAN YSIDRO SCHOOL DISTRICT PSYCHOLOGISTS

2024

Calendar grid showing months from July 2023 to June 2024. Columns include Month, days of the week (M-F), Student Days, Work Days, Holidays, and Fri. Minimum Day Meetings. Includes specific dates for holidays like Independence Day, Labor Day, Thanksgiving, and Juneteenth.

Legend: Diamond symbol for First/Last Day for Students, Circle for Student Minimum Days, Square for Legal/Local Holidays, Grey box for School Closed, Dashed line for End of trimester/semester, Triangle for Pupil free day.

Subject to modification if required by Collective Bargaining

SYEA: [Signature] Date 1/24/2023

SYSD: [Signature] Date 1/26/2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 SOCIAL WORKERS / LANGUAGE, SPEECH & HEARING
SPECIALISTS WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Social Workers/Language, Speech & Hearing Specialists Work Calendar for the 2023-2024 school year. In accordance with the agreed to collective bargaining agreement, Social Workers and LSHs will work 191 days per year.

RECOMMENDATION:

Approve the 2023-2024 Social Workers/Language, Speech & Hearing Specialists Work Calendar.

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 2022-2023 Budget?

Requisition #

Yes No

Yes No

--

N/A

--

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023

SAN YSIDRO SCHOOL DISTRICT
SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

2024

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2023	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	6	9	7/4 - Independence Day - Legal Holiday 7/19 - Staff Development 7/20 - AM Staff Development - PM Prep 7/24 - First Day for Students	Staff Mtg./Principal Directed
August 2023	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	11 18 25	23	23		Staff Mtg./Principal Directed
September 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	15	15	9/4 - Labor Day - Legal Holiday 9/22 - Progress Report #1 (middle schools) 9/25 - 10/6 Fall Break	CCSS PLC/Principal Directed
October 2023	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	16	17	10/9 - AM Staff Development - PM Prep 10/10 - Students Return 10/23 - 10/27 Preschool Parent Conferences	Staff Mtg./Principal Directed
November 2023	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	10 17	16	16	11/3 - End of first trimester (63 days - elementary schools) 11/10 - In Lieu of Veteran's Day - Legal Holiday 11/13 - 11/17 Parent Conferences 11/23 - Thanksgiving Legal 11/24 - Local Holiday	
December 2023	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	11	11	12/15 - End of first semester (87 days - middle schools) 12/18 - 1/5 Winter Break 12/22 - 12/25 Declared and Legal Holidays 12/28 - 12/29 - Declared Holidays	Staff Mtg./Principal Directed
January 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	16	17	1/1 - New Year's Day - Legal Holiday 1/8 - AM Staff Development - PM Prep 1/9 - Students Return 1/15 - Martin Luther King Jr. - Legal Holiday	Staff Mtg./Principal Directed
February 2024	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23	19	19	2/16 - Lincoln Day - Legal Holiday 2/19 - Washington Day - Legal Holiday	Staff Mtg./Principal Directed
March 2024	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	11	11	3/1 - End of second trimester (60 days - elementary schools) 3/8 - Progress Report #2 (middle schools) 3/11 - 3/15 Parent Conferences 3/18 - 3/29 Spring Break 3/28 - 3/29 - Cesar Chavez - Observed & Local Holidays	Staff Mtg./Principal Directed
April 2024	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	22	22	4/1 - Students Return 4/15 - 4/19 Preschool Parent Conferences	Staff Mtg./Principal Directed CCSS PLC/Principal Directed
May 2024	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31	22	22	5/27 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2024	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	3	9	6/5 - End of third trimester (57 days - elementary schools) 6/5 - End of second semester (93 days - middle schools) 6/6 - AM Staff Development - PM Prep 6/19 - Juneteenth - Legal Holiday	

180 191

First/Last Day for Students
 Student Minimum Days
 Legal/Local Holidays
 End of trimester / semester
 Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed
 Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

Date 1/26/2023

SYSD:

Date 1/26/2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources Informational
Linda Olea, Executive Director Action

AGENDA ITEM: 2023-2024 CERTIFICATED DIRECTORS/COORDINATORS WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Certificated Directors/Coordinators Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 Work Year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2023									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					7/24 - First Day for Students
31					6	20	1	0	
August, 2023									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		23	23	0	0	
September, 2023									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					9/25 - Progress Report #1 (middle schools)
25	26	27	28	29	15	15	1	5	9/25 - 10/9 Student Fall Break
October, 2023									
2	3	4	5	6					
9	10	11	12	13					10/10 - Students Return
16	17	18	19	20					
23	24	25	26	27					10/23 - 10/27 Preschool Parent Conferences
30	31				16	22	0	0	
November, 2023									
	1	2	3						11/3 - End of first trimester (63 days - elementary schools)
6	7	8	9	10					11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17					11/13 - 11/17 Parent Conferences (elementary)
20	21	22	23	24					11/23 - 11/24 Thanksgiving - Legal and Local Holidays
27	28	29	30		16	16	3	3	
December, 2023									
				1					12/15 - End of first semester (87 days - middle schools)
4	5	6	7	8					12/18 - 1/8 Student Winter Break
11	12	13	14	15					12/22 - In Lieu of Christmas Eve - Legal Holiday
18	19	20	21	22					12/25 - Christmas Day - Legal Holiday
25	26	27	28	29	11	11	3	7	12/29 - In Lieu of New Year's Eve - Legal Holiday
					87	107	8	15	

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2024									
1	2	3	4	5					1/1 - New Year's Day - Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26					
29	30	31			16	19	2	2	
February, 2024									
				1					
5	6	7	8	9					
12	13	14	15	16					2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23					2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	
March, 2024									
				1					3/1 - End of second trimester (60 days - elementary schools)
4	5	6	7	8					3/8 - Progress Report #2 (middle schools)
11	12	13	14	15					3/11 - 3/15 Parent Conferences
18	19	20	21	22					3/18 - 3/29 Student Spring Break
25	26	27	28	29	11	16	2	3	3/28 - 3/29 - Spring & Cesar Chavez - Local Holiday
April, 2024									
1	2	3	4	5					4/1 - Students Return
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					4/15 - 4/19 Preschool Parent Conferences
29	30				22	22	0	0	
May, 2024									
				1					
6	7	8	9	10					
13	14	15	16	17					
20	21	22	23	24					
27	28	29	30	31	22	22	1	0	5/27 - Memorial Day - Legal Holiday
June, 2024									
									6/5 - Last Day for Students
3	4	5	6	7					6/5 - End of third trimester (57 days - elementary schools)
10	11	12	13	14					6/5 - End of second semester (93 days - middle schools)
17	18	19	20	21					
24	25	26	27	28	3	15	1	4	6/19 - Juneteenth - Legal Holiday
					93	113	8	9	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources Informational
Linda Olea, Executive Director Action

AGENDA ITEM: 2023-2024 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Classified Management & Confidential Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Classified Management & Confidential Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	242
Holidays	18
Non-Work Days	0

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
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July, 2023										
3	4	5	6	7						7/4 - Independence Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31					6	20	1	0	0	

August, 2023										
	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		23	23	0	0	0	

September, 2023										
	1									
4	5	6	7	8						9/4 - Labor Day - Legal Holiday
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	15	20	1	0	0	9/25 - 10/9 Student Fall Break

October, 2023										
	2	3	4	5	6					
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				16	22	0	0	0	

November, 2023										
	1	2	3							
6	7	8	9	10						11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17						11/22 - Admission Day - Legal Holiday
20	21	22	23	24						11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	18	4	0	0	11/24 - Thanksgiving - Local Holiday

December, 2023										
	1									12/18 - 1/8 Student Winter Break
4	5	6	7	8						12/22 - In lieu of Christmas Eve - Legal Holiday
11	12	13	14	15						12/25 - Christmas Day - Legal Holiday
18	19	20	21	22						12/28 - Floating Holiday
25	26	27	28	29	11	17	4	0	0	12/29 - In Lieu of New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
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January, 2024										
1	2	3	4	5						1/1 - New Year's Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26						
29	30	31			16	21	2	0	0	

February, 2024										
			1	2						
5	6	7	8	9						
12	13	14	15	16						2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23						2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	0	

March, 2024										
				1						
4	5	6	7	8						
11	12	13	14	15						3/18 - 3/29 Student Spring Break
18	19	20	21	22						3/28 - Spring Holiday
25	26	27	28	29	11	19	2	0	0	3/29 - Cesar Chavez - Local Holiday

April, 2024										
	1	2	3	4	5					
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				22	22	0	0	0	

May, 2024										
		1	2	3						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	22	22	1	0	0	5/27 - Memorial Day - Legal Holiday

June, 2024										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	19	1	0	0	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Principal/Assistant Principal Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Principal/Assistant Principal Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Principals/Assistant Principals
207 Work Year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
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July, 2023									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					7/24 - First Day for Students
31					6	16	1	4	

August, 2023									
1	2	3	4						
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		23	23	0	0	

September, 2023									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					9/25 - Progress Report #1 (middle schools)
25	26	27	28	29	15	15	1	5	9/25 - 10/9 Student Fall Break

October, 2023									
2	3	4	5	6					
9	10	11	12	13					10/10 - Students Return
16	17	18	19	20					
23	24	25	26	27					10/23 - 10/27 Preschool Parent Conferences
30	31				16	17	0	5	

November, 2023									
	1	2	3						
6	7	8	9	10					11/3 - End of first trimester (63 days - elementary schools)
13	14	15	16	17					11/10 - In Lieu of Veteran's Day - Legal Holiday
20	21	22	23	24					11/13 - 11/17 Parent Conferences (elementary)
27	28	29	30		16	16	3	3	11/23 - 11/24 Thanksgiving - Legal and Local Holidays

December, 2023									
				1					
4	5	6	7	8					12/15 - End of first semester (87 days - middle schools)
11	12	13	14	15					12/18 - 1/8 Student Winter Break
18	19	20	21	22					12/22 - In Lieu of Christmas Eve - Legal Holiday
25	26	27	28	29	11	11	3	7	12/25 - Christmas Day - Legal Holiday
									12/29 - In Lieu of New Year's Eve - Legal Holiday
					87	98	8	24	

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
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January, 2024									
1	2	3	4	5					1/1 - New Year's Day - Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26					
29	30	31			16	17	2	4	

February, 2024									
				1					
5	6	7	8	9					
12	13	14	15	16					2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23					2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	

March, 2024									
				1					3/1 - End of second trimester (60 days - elementary schools)
4	5	6	7	8					3/8 - Progress Report #2 (middle schools)
11	12	13	14	15					3/11 - 3/15 Parent Conferences
18	19	20	21	22					3/18 - 3/29 Student Spring Break
25	26	27	28	29	11	11	2	8	3/28 - 3/29 - Spring & Cesar Chavez - Local Holiday

April, 2024									
1	2	3	4	5					4/1 - Students Return
8	9	10	11	12					
15	16	17	18	19					4/15 - 4/19 Preschool Parent Conferences
22	23	24	25	26					
29	30				22	22	0	0	

May, 2024									
		1	2	3					
6	7	8	9	10					
13	14	15	16	17					
20	21	22	23	24					
27	28	29	30	31	22	22	1	0	5/27 - Memorial Day - Legal Holiday

June, 2024									
									6/5 - Last Day for Students
3	4	5	6	7					6/5 - End of third trimester (57 days - elementary schools)
10	11	12	13	14					6/5 - End of second semester (93 days - middle schools)
17	18	19	20	21					6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	12	1	7	
					93	103	8	19	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: 2023-2024 CERTIFICATED CABINET CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2023-2024 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Cabinet Work Calendar for the 2023-2024 school year.

RECOMMENDATION:

Approve the 2023-2024 Certificated Cabinet Work Calendar.

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 2022-2023 Budget?

Yes No

Requisition #

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N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

SAN YSIDRO SCHOOL DISTRICT
Certificated Cabinet
225 Work Year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2023									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					7/24 - First Day for Students
31					6	20	1	0	
August, 2023									
1	2	3	4						
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		23	23	0	0	
September, 2023									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					9/22 - Progress Report #1 (middle schools)
25	26	27	28	29	15	20	1	0	9/25 - 10/9 Student Fall Break
October, 2023									
2	3	4	5	6					
9	10	11	12	13					10/10 - Students Return
16	17	18	19	20					
23	24	25	26	27					10/23 - 10/27 Preschool Parent Conferences
30	31				16	22	0	0	
November, 2023									
		1	2	3					11/3 - End of first trimester (63 days - elementary schools)
6	7	8	9	10					11/10 - In Lieu of Veteran's Day - Legal Holiday
13	14	15	16	17					11/13 - 11/17 Parent Conferences (elementary)
20	21	22	23	24					11/23 - 11/24 Thanksgiving - Legal and Local Holidays
27	28	29	30		16	19	3	0	
December, 2023									
				1					12/15 - End of first semester (87 days - middle schools)
4	5	6	7	8					12/18 - 1/8 Student Winter Break
11	12	13	14	15					12/22 - In Lieu of Christmas Eve - Legal Holiday
18	19	20	21	22					12/25 - Christmas Day - Legal Holiday
25	26	27	28	29	11	18	3	0	12/29 - In Lieu of New Year's Eve - Legal Holiday
					87	122	8	0	

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2024									
1	2	3	4	5					1/1 - New Year's Day - Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - Martin Luther King Jr. - Legal Holiday
22	23	24	25	26					
29	30	31			16	21	2	0	
February, 2024									
				1					
5	6	7	8	9					
12	13	14	15	16					2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23					2/19 - G. Washington - Legal Holiday
26	27	28	29		19	19	2	0	
March, 2024									
				1					3/1 - End of second trimester (60 days - elementary schools)
4	5	6	7	8					3/8 - Progress Report #2 (middle schools)
11	12	13	14	15					3/11 - 3/15 Parent Conferences
18	19	20	21	22					3/18 - 3/29 Student Spring Break
25	26	27	28	29	11	19	2	0	3/28 - 3/29 - Spring & Cesar Chavez - Local Holiday
April, 2024									
1	2	3	4	5					4/1 - Students Return
8	9	10	11	12					
15	16	17	18	19					4/15 - 4/19 Preschool Parent Conferences
22	23	24	25	26					
29	30				22	22	0	0	
May, 2024									
		1	2	3					
6	7	8	9	10					
13	14	15	16	17					
20	21	22	23	24					
27	28	29	30	31	22	22	1	0	5/27 - Memorial Day - Legal Holiday
June, 2024									
									6/5 - Last Day for Students
3	4	5	6	7					6/5 - End of third trimester (57 days - elementary schools)
10	11	12	13	14					6/5 - End of second semester (93 days - middle schools)
17	18	19	20	21					6/19 - Juneteenth - Legal Holiday
24	25	26	27	28	3	19	1	0	
					93	122	8	0	

Certificated Cabinet members must select 19 non-work days with approval from the Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2023 CSEA PARAEDUCATOR CONFERENCE

BACKGROUND INFORMATION:

The San Ysidro School District and California School Employees Association enter this Memorandum of Understanding regarding the 2023 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 2023 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 2023 CSEA Paraeducator Conference.

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 2022-2023 Budget?

Yes No

Requisition #

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\$

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

January 27, 2023

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 2023 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 2023 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 27, 2023

DISTRICT:

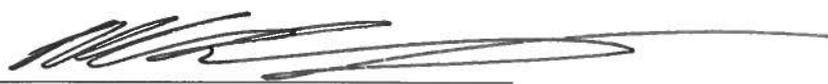


Linda Olea
Executive Director of Human Resources
San Ysidro School District

CSEA:



Karla Montanez-Meza
CSEA Chapter President, San Ysidro #154



Alfredo Alvarez
CSEA, Labor Relations Representative

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0036

BACKGROUND INFORMATION:

California Education Code section 44954(b) provides that the Governing Board of the San Ysidro School District may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District’s decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2023-2024 school year.

RECOMMENDATION:

Adopt Resolution No. 22/23-0036 authorizing the District to notice individual, temporary employees of the district’s intent to release at the close of the 2022-2023 school year.

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 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 22/23-0036
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, Sections 44909, 44917, 44918, 44919, 44920, 44921, and 44986 of the Education Code permit the Governing Board to classify certain certificated employees as “temporary;” and,

WHEREAS, the Governing Board has, in fact, employed temporary certificated employees pursuant to Sections 44909, 44917, 44918, 44919, 44920, 44921, and/or 44986 of the Education Code; and,

WHEREAS, time served as a temporary certificated employee is not credited toward the attainment of permanent status unless the temporary certificated employee serves more than seventy-five percent (75%) of school days and is subsequently appointed to a vacant probationary position; and,

WHEREAS, there is no relative seniority between temporary certificated employees; and,

WHEREAS, Section 44954 of the Education Code permits the Governing Board to release temporary certificated employees from employment, with limited restrictions; and,

WHEREAS, with respect to probationary and permanent certificated employees, Sections 44949 and 44955 of the Education Code require action by the Governing Board in order to reduce or eliminate services and permit the layoff of certificated employees; and,

WHEREAS, temporary certificated employees are not entitled to the due process rights contained in Sections 44949 and 44955; and,

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2022-23 school year; and,

WHEREAS, the Governing Board has determined that a reduction or elimination of particular kinds of services is needed no later than the last contracted day of the 2022-2023 school year, and,

WHEREAS, the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; and,

WHEREAS, temporary certificated employees must be released from their temporary assignments in order to effectuate this reduction in particular kinds of services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the San Ysidro School District:

1. That all of the foregoing recitals are true and correct.
2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2022-23 school year.

ID# of Employees being released

ID#	ID#	ID#	ID#
641323	649128	602489	519240
649292	643426	622871	652304
529766	625232	641378	145514
641321	641911	641315	641058
611267	619067	630678	643209
647944	623996	553187	627583
649944	623897	541422	632952
491831	627920	284224	620073

3. That the Superintendent or his designated representative will send appropriate notices to all temporary certificated employees listed above notifying them that the Governing Board has determined to release them from employment pursuant to Section 44954 of the Education Code.

ADOPTED by the Governing Board of San Ysidro School District this 9th day of February, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Clerk

Member

Member

Member

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 22/23-0036
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

EXHIBIT "A"

Particular Kinds of Service	Full Time Equivalent
Temporary services as follows:	
Education Specialist Teachers	3
Multiple Subject Teachers	14
Single Subject Teachers	3
Child Development Permit Teachers	5
Counselors	1
Social Workers	2
Psychologists	4
Total FTEs	32

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0037

BACKGROUND INFORMATION:

California Education Code section 44954(b) provides that the Governing Board of the San Ysidro School District may release a substitute and/or temporary certificated management employee if the employee is notified before the end of the school year of the District’s decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated management employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2023-2024 school year.

RECOMMENDATION:

Adopt Resolution No. 22/23-0037 authorizing the District to notice individual, temporary certificated management employees of the district’s intent to release at the close of the 2022-2023 school year.

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 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A

(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 22/23-0037

RELEASE OF TEMPORARY CERTIFICATED MANAGEMENT EMPLOYEES

WHEREAS, Sections 44909, 44917, 44918, 44919, 44920, 44921, and 44986 of the Education Code permit the Governing Board to classify certain certificated employees as “temporary;” and,

WHEREAS, the Governing Board has, in fact, employed temporary certificated management employees pursuant to Section 44909 of the Education Code; and,

WHEREAS, time served as a temporary certificated management employee is not credited toward the attainment of permanent status unless the temporary certificated employee serves more than seventy-five percent (75%) of school days and is subsequently appointed to a vacant probationary position; and,

WHEREAS, there is no relative seniority between temporary certificated management employees; and,

WHEREAS, Section 44954 of the Education Code permits the Governing Board to release temporary certificated management employees from employment, with limited restrictions; and,

WHEREAS, temporary certificated management employees are not entitled to the due process rights contained in Sections 44949 and 44955; and,

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2022-23 school year; and,

WHEREAS, the Governing Board has determined that a reduction or elimination of particular kinds of services is needed no later than the last contracted day of the 2022-2023 school year, and,

WHEREAS, the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; and,

WHEREAS, temporary certificated management employees must be released from their temporary assignments in order to effectuate this reduction in particular kinds of services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the San Ysidro School District:

1. That all of the foregoing recitals are true and correct.
2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2022-23 school year.

ID# of Employees being released

ID#	ID#
652789	217730

3. That the Superintendent or his designated representative will send appropriate notices to all temporary certificated management employees listed above notifying them that the Governing Board has determined to release them from employment pursuant to Section 44954 of the Education Code.

ADOPTED by the Governing Board of San Ysidro School District this 9th day of February, 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Clerk

Member

Member

Member

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 22/23-0037

RELEASE OF TEMPORARY CERTIFICATED MANAGEMENT EMPLOYEES

EXHIBIT "A"

Particular Kinds of Service	Full Time Equivalent
Temporary services as follows:	
Temporary Assistant Principals	2
Total FTEs	2

CURRICULUM & INSTRUCTION

**14D.1 EDUCATIONAL FIELD TRIP TO THE SDCOE'S LINDA VISTA INNOVATION CENTER
FOR SYMS (González/Ramos) SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO THE SDCOE'S LINDA VISTA
INNOVATION CENTER FOR SYMS

BACKGROUND INFORMATION:

SDCOE bought the Linda Vista Innovation Center and transformed it into a design-thinking hub where students from districts and schools across the county can go through a future-ready bootcamp of hands-on exploration into different career fields, e-sports, and robotics, while exercising their critical-thinking skills.

Educational Services is requesting approval to send approximately 360 students, 5 teachers, 2 support staff, and 1 administrator from San Ysidro Middle School to Educational Field trips to the SDCOE's Linda Vista Innovation Center.

Students will be split in four groups and will participate on the following dates:

Group 1: March 1, 2023

Group 2: April 4, 2023

Group 3: April 19, 2023

Group 4: May 16, 2023

Cost implications include approx. \$6,000.00 for transportation services and \$1,500.00 for substitute teachers to cover for classroom teachers.

RECOMMENDATION:

Approve the educational field trips to the SDCOE's Linda Vista Innovation Center for approximately 360 students from San Ysidro Middle School at the total cost of \$6,000.00 for transportation fees from the Supplemental & Concentration fund and \$1,500.00 for teacher substitutes from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement -Action 1.6: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$7,500.00
(Amount)

Supplemental & Concentration and General Funds
(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 9, 2023

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

FROM:
Willow School
Maria C Rodriguez, Principal

Informational
 Action

AGENDA ITEM: SUBSCRIPTION WITH MOBYMAX, LLC FOR THE MOBYMAX ALL STUDENT LICENSE ACCESS

BACKGROUND INFORMATION:

MobyMax makes a teacher's life easier. Simple to use and learn, MobyMax immediately starts saving time for teachers. For example, students automatically begin fixing missing skills from the automatic placement test. In other words, teachers see progress reports without even having to assign a lesson. Even better, the built-in motivation tools and rewards keep students eager to learn more without teacher intervention.

The secret sauce of MobyMax is finding the right blend that maximizes student motivation but minimizes the amount of “motivation” time to maximize learning time.

The Principal at Willow School is requesting approval to purchase the subscription with MobyMax, LLC for the MobyMax ALL Student License Access for one RSP Teacher. The MobyMax ALL Student license will give access to a complete K-8 curriculum for all subjects including Math, Facts Fluency, Reading, Early Reading, Language, Writing, Science and Social Studies.

RECOMMENDATION:

Approve/Ratify the subscription with MobyMax, LLC for the MobyMax ALL Student License access for Willow School during the 2022-23 school year at the total cost of \$285.09 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 2022-2023 Budget?

Yes No

Requisition # 8751

\$285.09
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

MobyMax Quote

MobyMax, LLC
P.O. Box 392385 | Pittsburgh, PA 15251
888-793-8331

Quote For

Quote Date: November 18, 2022
District: San Ysidro School District
School: Willow Elementary
Quote Receiver: Arantza Borunda
Telephone: 6197540575
Email Address: arantza.borundasarabia@syzdschools.org

License Quoted

Subject: **MobyMax ALL Student License**
Complete K-8 curriculum for all subjects including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies

Number of Students: 35 students
License Start: November 28, 2022
License End: June 2, 2023

Price:	\$285.09
<hr/>	
Subtotal	\$285.09

Total amount due:	\$285.09
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Ways to Order

- **Fax to** 1-888-793-8330
- **Email to** billing@mobymax.com
- **Mail to:**
MobyMax
P.O. Box 392385
Pittsburgh, PA 15251
- **Call** 888-793-8331
- **Order online** with credit card or purchase order at www.mobymax.com/order.

Please Include with Purchase Order

- Email address or fax number for accounts payable department
- Dates for licensing period if license is not for one year
- A copy of this quote
- A copy your tax exemption letter or certificate, if applicable

Quote expires after 90 days.

You can download our current W-9 form at www.MobyMax.com/w9.pdf.

If you are using ClassWallet, please add the ClassWallet fee to total amount due.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: TRAINING SERVICES FROM 806 TECHNOLOGIES, INC. FOR THE VIRTUAL NEEDS ASSESSMENT (CNA) PROFESSIONAL LEARNING

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance.

Educational Services Department would like to use the services from 806 Technologies, Inc. for the Virtual Needs Assessment (CNA) Professional Learning. The CNA provides justification for the use of ESSA and other funds and provides a focus for addressing student achievement and meeting challenging academic and performance standards.

RECOMMENDATION:

Approve the Training Services from 806 Technologies, Inc. for the Virtual Needs Assessment (CNA) Professional Learning session at the cost of \$3,100.00 to be paid from Title I PD fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.16: Provide professional learning opportunities for site and district administrators to support teaching and learning and to strengthen educational practices to support the academic acceleration of all students including unduplicated students and students with disabilities through the use of instructional leadership team professional learning communities of practice, district led data meetings, and learning walks.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$3,100.00

(Amount)

Title I PD Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

806 Technologies, Inc.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

QUOTE

ADDRESS

Account Name	San Ysidro School District (CA)	Quote Number	00003200
Contact Name	Luis Ramos	Last Modified Date	1/20/2023
Billing Address	4350 Otay Mesa Rd San Ysidro, California 92173-1685 United States		

Product	Item Description	Quantity	Sales Price	Total Price
Professional Learning - CNA	2.5 hour Virtual Needs Assessment Professional Learning. Up to 30 people per session.	1.00	\$3,100.00	\$3,100.00
Grand Total				\$3,100.00

This estimate is for the 2022 - 2023 school year.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the February 9, 2023, Board meeting:

- 2023 Middle School CTE Symposium
- 2023 PreK & Kindergarten Conference - Revised
- 2023 School Counselor Impact Day
- CA Speech-Language-Hearing Association Convention
- CASCWA 86th Annual State Conference
- Credential Information Webinars
- Effective Educational & Behavioral Interventions for Children with FASD
- F3 Law Special Education Symposium
- Principals Academy Session 1 – Tips for IEP Success for School Administrators
- San Diego Foster Care Education Symposium
- San Diego Math Leaders Summit 2023
- School Climate Conference
- SDCOE Esports Coaching Clinics
- The Student Acceleration Summit, Cohort 1 – Part 2
- University of Georgia Center for Continuing Education Hotel – Professional Interpreter in Special Education Certificate Program
- Writing Compliant Reports that are Meaningful to Families

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

APPROXIMATE COST

\$71,938.00

(Amount)

Title I PD, General, Special Ed., ELO-P funds, Homeless Children Education & Educator Effectiveness Block Grants

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – February 9, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Edith Arciaga, Alan Garcia Zamora	2023 Middle School CTE Symposium	San Diego	February 9, 2023	\$0	N/A
Laura English, Maria Rodriguez, Cathy Bishop, Jennifer Srisouraj, Veronica Castro, Angela DeLeon, Ana Veronica Trattner	2023 PreK & Kindergarten Conference	Houston, TX	February 22 & 23, 2023 <i>*Revised Date</i>	\$12,500.00 Fees, flights, lodging, meals, transportation, parking & Substitute compensation	Title I PD Fund
Edith Arciga, Alan Garcia Zamora, Lupita Garcia	2023 School Counselor Impact Day	San Diego	May 12, 2023	\$850.00	Title I PD Fund
Marjorie Palacios	CA Speech-Language-Hearing Association Convention	Anaheim, CA	March 30-April 2, 2023	\$539.00	Special Education Fund
Veronica Medina <i>Outreach Consultants:</i> Darlene Herbert Maida Gonzalez Marisela Gonzalez Nirvana Bustos Rodrigo Amezcuita Alejandro Vargas	CASCWA 86 th Annual State Conference	Fresno, CA	May 10-12, 2023	\$5,800.00	General Fund & Homeless Children Education Grant
Alexis Dircio	Credential Information Webinars	Online	February 22, 2023 March 29, 2023 April 25, 2023 May 31, 2023 June 28, 2023	\$0	N/A
Rick Quintana, Marianna Rochin, Josefina Villegas,	Effective Educational & Behavioral Interventions for	SDCOE	February 1, 2023	\$600.00	Special Education

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
	Children with FASD				
Diana Jacques	F3 Law Special Education Symposium	Carlsbad, CA	February 24, 2023	\$0	N/A
Laura English	Principals Academy Session 1 – Tips for IEP Success for School Administrators	SCREC	February 8, 2023	\$0	N/A
Veronica Medina	San Diego Foster Care Education Summit	San Diego	February 27, 2023	\$50.00	General Fund
Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	San Diego Math Leaders Summit 2023	SDCOE	March 2, 2023	\$0	N/A
Russell Little, Denise Villezcas, Marianna Rochin, Josefina Villegas, Karina Victorino <i>Teams from each school:</i> Erika Meza, Vikki Castorena, Ana Guzman, Grecia Agundez, Maria Rodriguez, Elizabeth Lehardy, Katie Bisaga, Kristine Hernandez, Maireen Ruiz, Sashanae Buchanan, Mayura Vongsavath, David Alvarado, Marlo Vasquez, Christina N. Sedano, Rita De La Cruz, Irma Abedoy,	School Climate Conference	Temecula, CA	April 26-28, 2023	\$49,00.00 Fees, lodging, meals, transportation, parking & Substitute compensation	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Matthew Bandy, Jerry Herrera, Sarah Watson, TBD, Laura English, Jed Herron, Viridianna Moreno, Michelle Rivera Piceno, Efrain Burciaga, Nohemi Yescas, Jessica Rivera, Rodrigo Amezquita					
Sarina Hemungkorn	SDCOE Esports Coaching Clinics	Online	February 11, 18, & 25, and March 4, 2023	\$800.00 Fees & Teacher compensation	ELO Fund
Cynthia Gonzalez, Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda	The Student Acceleration Summit, Cohort 1 – Part 2	Santa Fe Springs, CA	February 22, 2023	\$1,000.00	Title I PD Fund
Pablo Jaime Sainz- Garibaldi	University of Georgia Center for Continuing Education Hotel – Professional Interpreter in Special Education Certificate Program	Online	February 27 – April 17, 2023	\$799.00	General Fund
Diana Jacquez, Emily Angelino, Michelle Rivera Piceno, Lauren Cudog, Brenda Galland, Jessica Rivera Piceno,	Writing Compliant Reports that are Meaningful to Families	Online	March 13 & 15, 2023	\$0	N/A

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2022

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official 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, 2023 through January 31, 2023):

- General Fund: 0000009485-0000009487, 0000009489-0000009494, 0000009496-0000009500, 0000009502-0000009503, 0000009505, 0000009508-0000009524, 0000009526-0000009528, 0000009531-0000009533, 0000009535, 0000009537-0000009539, 0000009541-0000009542, 0000009544-0000009555, 0000009557-0000009581, 0000009583-0000009584
- Child Development Fund ▪ 0000009488, 0000009495, 0000009501, 0000009504, 0000009507, 0000009525-0000009526, 0000009540, 0000009556
- Child Nutrition Fund ▪ 0000009506, 0000009529, 0000009536, 0000009582
- Building Measure U Fund ▪ 0000009530, 0000009534

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period January 1, 2023 through January 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		
Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$524,590.89 <small>(Amount)</small>	As listed above <small>(Name of funding source and/or location)</small>	

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (01/01/23 -01/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/3/2023	000009485	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	2,647.83
1/3/2023	000009486	002267	JMR ENVIRONMENTAL SERVICES, IN	CONTRACTED SERVICES	0100	9010318	5800010	380	3,013.42
1/3/2023	000009487	004742	ALBERTO CARLOS HERRERA	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	5,000.00
1/6/2023	000009489	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	018	604.18
1/6/2023	000009490	001161	HOME DEPOT	INSTRUCTIONAL MATERIAL	0100	5630000	4300001	050	374.97
1/6/2023	000009491	003192	WALMART	INSTRUCTIONAL MATERIAL	0100	5630000	4300001	050	5,000.00
1/9/2023	000009492	0000000934	PACIFIC PURE WATER SYSTEMS LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	071	2,520.27
1/9/2023	000009493	002776	CPI	INSTRUCTIONAL MATERIAL	0100	6266000	4300001	061	3,433.72
1/9/2023	000009493	002776	CPI	INSTRUCTIONAL MATERIAL	0100	7426000	4300001	061	1,144.58
1/10/2023	000009494	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300050	073	118.51
1/10/2023	000009494	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0982000	4300011	074	73.26
1/11/2023	000009496	003211	EMPLOYMENT DEVELOPMENT DEPT.	CONTRACTED SERVICES	0100	0000000	5800010	071	2,626.79
1/11/2023	000009497	0000000827	C&C GLASS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,029.00
1/11/2023	000009498	0000000542	CASTO	REGISTRATION FEES	0100	8150000	5200003	070	549.00
1/12/2023	000009499	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	0000000	5800000	071	23,886.20
1/12/2023	000009500	0000000674	MOBYMAX LLC	CONTRACTED SERVICES	0100	3010000	4300001	020	285.09
1/12/2023	000009502	0000000937	KAEDEN PUBLISHING	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	061	441.69
1/12/2023	000009503	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,000.00
1/12/2023	000009505	0000000938	PIONEER VALLEY BOOKS	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	061	2,477.05
1/17/2023	000009508	0000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	5800010	067	6,000.00
1/17/2023	000009509	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	473.67
1/17/2023	000009510	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	74.67
1/17/2023	000009511	000548	NEXT DAY PRINTED TEES	INSTRUCTIONAL MATERIAL	0100	0300020	4300000	020	1,106.25
1/17/2023	000009512	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
1/17/2023	000009513	0000000939	THE LAW OFFICE OF	CONTRACTED SERVICES	0100	3213000	5800002	054	4,500.00
1/17/2023	000009514	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	2,306.52
1/17/2023	000009515	0000000940	ENABLING DEVICES	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	054	110.56
1/18/2023	000009516	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300011	071	35.31
1/18/2023	000009516	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	2,171.34
1/18/2023	000009517	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
1/18/2023	000009518	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	020	11,430.32
1/18/2023	000009519	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	0000000	5800006	024	3,363.00
1/18/2023	000009520	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	025	330.70
1/18/2023	000009521	003529	WESTERN GRAPHIX	TRANSPORTATION MATERIAL	0100	0982000	4300011	074	2,107.59
1/18/2023	000009522	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	1,626.55
1/18/2023	000009522	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	1,185.14
1/18/2023	000009523	0000000772	ACADEMIC SUPPLIER	TECHNOLOGY MATERIAL	0100	0000000	4300001	016	543.06
1/18/2023	000009524	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	1,113.07
1/18/2023	000009526	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	3315000	5200000	054	120.00
1/18/2023	000009527	003147	CALIFORNIA DEPARTMENT OF	REGISTRATION FEES	0100	8150000	5200003	070	1,200.00

PURCHASE ORDER REPORT (01/01/23 -01/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/18/2023	000009528	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	1,770.00
1/19/2023	000009531	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	022	863.09
1/19/2023	000009532	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0300171	5800010	010	992.00
1/19/2023	000009533	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	515.73
1/19/2023	000009535	0000000459	SAN DIEGO STAGE & LIGHTING SUPPLY	CONTRACTED SERVICES	0100	8150000	5600005	070	884.91
1/20/2023	000009537	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	245.29
1/20/2023	000009538	0000000933	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
1/20/2023	000009539	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5600005	067	6,687.00
1/20/2023	000009541	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	257.20
1/20/2023	000009542	0000000933	NAPA AUTO PARTS	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	2,000.00
1/20/2023	000009544	0000000942	CLARY BUSINESS MACHINES	PUBLICATIONS EQUIPMENT	0100	0000000	4400000	073	3,382.50
1/20/2023	000009545	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	996.17
1/20/2023	000009546	003649	SAN DIEGO COUNTY VECTOR	PROFESSIONAL SERVICES	0100	8150000	5600005	070	117.18
1/20/2023	000009547	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	0100	5630000	8290000	000	21,700.68
1/20/2023	000009548	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	0100	4201000	8290000	000	3,276.00
1/20/2023	000009549	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	748.44
1/24/2023	000009550	0000000943	THE SENSORY PATH, INC	INSTRUCTIONAL SUPPLIES	0100	3213000	4300001	024	1,616.25
1/24/2023	000009551	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	495.12
1/24/2023	000009552	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	022	732.34
1/24/2023	000009553	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	265.12
1/24/2023	000009554	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	102.99
1/24/2023	000009555	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	016	378.20
1/24/2023	000009557	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	899.70
1/25/2023	000009558	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	2,000.00
1/25/2023	000009559	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	610.82
1/25/2023	000009560	003309	PRINT TO MAIL DOCUMENT SYSTEM	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	215.50
1/25/2023	000009561	001178	SAN DIEGO COUNTY	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	024	892.71
1/25/2023	000009562	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	635.63
1/25/2023	000009563	003147	CALIFORNIA DEPARTMENT OF	REGISTRATION FEES	0100	3010003	5200003	061	100.00
1/25/2023	000009564	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	025	585.57
1/25/2023	000009565	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	128,964.00
1/25/2023	000009566	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	185.01
1/25/2023	000009567	001425	STATE WATER RESOURCES	PROFESSIONAL SERVICES	0100	8150000	5800006	070	1,738.00
1/25/2023	000009568	000775	REFRIGERATION SUPPLIES	CONTRACTED SERVICES	0100	8150000	4400000	070	1,685.63
1/25/2023	000009569	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	500.00
1/25/2023	000009570	004628	FOLLETT SCHOOL SOLUTIONS,INC	REGISTRATION FEES	0100	0000000	5200003	061	658.90
1/25/2023	000009571	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	2,250.19
1/27/2023	000009572	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	202.20
1/27/2023	000009573	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	8,214.40
1/27/2023	000009573	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	12,200.80

PURCHASE ORDER REPORT (01/01/23 -01/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/27/2023	000009574	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300000	061	216.49
1/27/2023	000009575	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0982000	4300011	074	724.57
1/27/2023	000009576	000000944	TECHNICALLY MAGGIE CONSULTING LLC	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	022	295.00
1/27/2023	000009577	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	392.25
1/27/2023	000009578	000000827	C&C GLASS	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	3,000.00
1/27/2023	000009579	000000255	KELLY SPICERS STORES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	784.85
1/31/2023	000009580	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	431.07
1/31/2023	000009581	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,508.72
1/31/2023	000009583	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,649.09
1/31/2023	000009584	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	1,592.46
									339,183.08
1/6/2023	000009488	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	5210000	4300001	076	2,359.47
1/10/2023	000009495	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	5210000	4300020	076	4,556.47
1/12/2023	000009501	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	1200	6105000	8590000	000	33,578.00
1/12/2023	000009504	000538	UC REGENTS	PROFESSIONAL SERVICES	1200	6105000	5800010	076	3,412.50
1/13/2023	000009507	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	2,162.42
1/18/2023	000009525	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,865.11
1/18/2023	000009526	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	1200	5210000	5200003	076	840.00
1/18/2023	000009526	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	1200	6105000	5200003	076	2,520.00
1/20/2023	000009540	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,213.63
1/24/2023	000009556	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	1200	6105000	4300001	076	474.40
									Total for 1200
									52,982.00
1/12/2023	000009506	000967	ECONOMY RESTAURANT EQUIPMENT	CAFETERIA MATERIALS	1300	7032000	4300026	085	5,872.35
1/19/2023	000009529	000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5800006	085	1,095.00
1/20/2023	000009536	000000936	LUNCHASSIST, INC.	CONTRACTED SERVICES	1300	7032000	5200001	085	2,945.00
1/31/2023	000009582	004678	AMAZON CAPITAL SERVICES	CAFETERIA SUPPLIES	1300	5310000	4300026	085	213.46
									Total for 1300
									10,125.81
1/19/2023	000009530	000000223	NINYO & MOORE	PROFESSIONAL SERVICES	2133	9010314	6200005	322	22,300.00
1/19/2023	000009534	000000706	TOM SILVA CONSULTING	PROFESSIONAL SERVICES	2133	9010300	6200072	010	100,000.00
									Total for 2133
									122,300.00
									Grand Total
									524,590.89

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of January 1, 2023 through January 31, 2023 with checks #14-970519 through #14-979123 for a total expenditure of \$1,632,841.87 from the following sources:

- General Fund - \$1,498,472.90
- Child Nutrition Services- \$112,183.60
- Child Development Fund- \$9,700.00
- Building Fund Prop39-Measure U- \$12,485.37

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of January 1, 2023 through January 31, 2023 for a total expenditure of \$1,632,841.87. 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):

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$1,632,841.87

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
1/1/23-1/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14970519	MRC SMART TECHNOLOGY SOLUTIONS	1/5/2023	9769.20	0100	MAINTENANCE AGREEMENT
14970520	HORIZON DISTRIBUTORS	1/5/2023	577.27	0100	GROUND SUPPLIES
14970521	AARDVARK ANT & PEST CONTROL INC.	1/5/2023	2217.00	0100	CONTRACTED SERVICES
14970522	WEX BANK	1/5/2023	3742.91	0100	VEHICLE GASOLINE
14970524	THRASHER TERMITE & PEST CONTROL OF	1/5/2023	50648.00	0100	CONTRACTED SERVICES
14970525	SAN DIEGO GAS & ELECTRIC	1/5/2023	2229.41	0100	UTILITIES
14970526	CITY TREASURER	1/5/2023	16674.93	0100	UTILITIES
14970527	WAXIE SANITARY SUPPLY	1/5/2023	18015.10	0100	CUSTODIAN SUPPLIES
14970528	CALIFORNIA DEPT. OF JUSTICE	1/5/2023	294.00	0100	CONTRACTED SERVICES
14970529	FIREHAWK	1/5/2023	2647.83	0100	CONTRACTED SERVICES
14970530	JMR ENVIRONMENTAL SERVICES, IN	1/5/2023	3013.42	0100	CONTRACTED SERVICES
14970531	CALIFORNIA ELECTRIC SUPPLY	1/5/2023	1378.87	0100	MAINTENANCE SUPPLIES
14970532	SMART & FINAL	1/5/2023	651.36	0100	INSTRUCTIONAL SUPPLIES
14970533	CORTES TOWING	1/5/2023	900.00	0100	CONTRACTED SERVICES
14970534	WALMART	1/5/2023	799.48	0100	INSTRUCTIONAL MATERIAL
14970535	TIME AND ALARM SYSTEMS	1/5/2023	17150.00	0100	CONTRACTED SERVICES
14970536	CALIFORNIA FINANCIAL SERVICES	1/5/2023	3000.00	0100	PROFESSIONAL SERVICES
14971920	ELMY FLORES	1/9/2023	43.62	0100	MILEAGE
14971921	P.I.P.S.	1/9/2023	71426.33	0100	PROFESSIONAL SERVICES
14971922	VECTOR USA	1/9/2023	8097.24	0100	PROFESSIONAL SERVICES
14971923	PANERA BREAD COMPANY	1/9/2023	777.84	0100	REFRESHMENTS
14971924	CAPITOL ADVISORS GROUP, LLC	1/9/2023	2000.00	0100	PROFESSIONAL SERVICES
14971925	ACCO ENGINEERED SYSTEMS, INC.	1/9/2023	12460.00	0100	CONTRACTED SERVICES
14971926	GINA A. POTTER	1/9/2023	195.70	0100	REIMBURSEMENT
14971927	EDTHEORY LLC	1/9/2023	61008.00	0100	PROFESSIONAL SERVICES
14971928	THERAPYTRAVELERS	1/9/2023	7350.00	0100	PROFESSIONAL SERVICES
14971929	CAASFEP	1/9/2023	1480.00	0100	REGISTRATION FEES
14971930	THE EXIT LIGHT CO., INC	1/9/2023	5732.30	0100	MAINTENANCE SUPPLIES
14971931	SUPERSONIC DETAILING INC	1/9/2023	1648.00	0100	CONTRACTED SERVICES
14971932	PARADIGM HEALTHCARE SERVICES	1/9/2023	500.00	0100	PROFESSIONAL SERVICES
14971933	COURTNEY TIRE SERVICE	1/9/2023	130.42	0100	CONTRACTED SERVICES
14971934	DUNN-EDWARDS CORP.	1/9/2023	482.16	0100	MAINTENANCE SUPPLIES
14971935	NEXT DAY PRINTED TEES	1/9/2023	764.52	0100	OFFICE MATERIAL

Expenditure Report
1/1/23-1/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14971936	THE INSTITUTE FOR EFFECTIVE	1/9/2023	11638.00	0100	PROFESSIONAL SERVICES
14971937	KONE INC	1/9/2023	185.30	0100	CONTRACTED SERVICES
14971938	GOPHER SPORT	1/9/2023	1847.59	0100	INSTRUCTIONAL SUPPLIES
14971939	WILLY'S ELECTRONIC SUPPLY CO.	1/9/2023	1019.80	0100	MAINTENANCE SUPPLIES
14971940	SAN DIEGO COUNTY SUPERINDENT	1/9/2023	6110.00	0100	REGISTRATION FEES
14971941	ACE COOLING & FREEZING	1/9/2023	1706.05	0100	CONTRACTED SERVICES
14971942	R&R CONTROLS INC	1/9/2023	1043.00	0100	MAINTENANCE SUPPLIES
14971943	RUSSELL SIGLER, INC	1/9/2023	461.40	0100	MAINTENANCE SUPPLIES
14971944	TRANE U.S. INC	1/9/2023	1116.13	0100	MAINTENANCE SUPPLIES
14971945	ALBERTO CARLOS HERRERA	1/9/2023	429.92	0100	INSTRUCTIONAL SUPPLIES
14971946	FLYERS ENERGY	1/9/2023	2436.33	0100	CONTRACTED SERVICES
14971947	SOUTH BAY COMMUNITY SERVICES	1/9/2023	37163.00	0100	PROFESSIONAL SERVICES
14972994	MAXIM HEALTHCARE SERVICES, INC	1/12/2023	6535.00	0100	PROFESSIONAL SERVICES
14972995	RUSSELL LITTLE	1/12/2023	42.50	0100	REIMBURSEMENT
14972996	DALE SCOTT & COMPANY, INC.	1/12/2023	1050.64	0100	PROFESSIONAL SERVICES
14972997	THE STEPPING STONE GROUP	1/12/2023	12815.64	0100	PROFESSIONAL SERVICES
14972998	EDTHEORY LLC	1/12/2023	50966.26	0100	PROFESSIONAL SERVICES
14972999	PACIFIC PURE WATER SYSTEMS LLC	1/12/2023	322.17	0100	PROFESSIONAL SERVICES
14973000	SAN DIEGO GAS & ELECTRIC	1/12/2023	82510.34	0100	UTILITIES
14973001	REPUBLIC SERVICES	1/12/2023	20000.54	0100	UTILITIES
14973002	EMPLOYMENT DEVELOPMENT DEPT.	1/12/2023	2626.79	0100	CONTRACTED SERVICES
14973003	IMAGINE LEARNING INC	1/12/2023	35000.00	0100	CONTRACTED SERVICES
14973004	ABA EDUCATION FOUNDATION	1/12/2023	200.00	0100	PROFESSIONAL SERVICES
14973005	XEROX CORPORATION	1/12/2023	6074.85	0100	MAINTENANCE AGREEMENT
14974257	AVID CENTER	1/17/2023	9769.00	0100	REGISTRATION FEES
14974259	MAXIM HEALTHCARE SERVICES, INC	1/17/2023	52528.07	0100	PROFESSIONAL SERVICES
14974260	GEARY PACIFIC SUPPLY	1/17/2023	2190.40	0100	MAINTENANCE SUPPLIES
14974265	DEPARTMENT OF INDUSTRIAL	1/17/2023	23886.20	0100	CONTRACTED SERVICES
14974266	MONICA YRINEO	1/17/2023	89.91	0100	REIMBURSEMENT
14974269	MANUEL BOJORQUEZ	1/17/2023	182.39	0100	REIMBURSEMENT
14974273	SAN YSIDRO SCHOOL DISTRICT	1/17/2023	15355.09	0100	PCARD REPLENISH
14974274	VERONICA MEDINA	1/17/2023	214.17	0100	REIMBURSEMENT
14975287	AVID CENTER	1/19/2023	16923.00	0100	CONTRACTED SERVICES

Expenditure Report
1/1/23-1/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14975288	CSM CONSULTING INC.	1/19/2023	1500.00	0100	CONTRACTED SERVICES
14975289	XEROX FINANCIAL SERVICES	1/19/2023	9274.25	0100	MAINTENANCE AGREEMENT
14975291	CASTO	1/19/2023	549.00	0100	REGISTRATION FEES
14975292	ANIXTER INC.	1/19/2023	181.87	0100	MAINTENANCE SUPPLIES
14975293	JOHNSON CONTROLS	1/19/2023	4792.31	0100	CONTRACTED SERVICES
14975294	T-MOBILE	1/19/2023	3290.65	0100	CONTRACTED SERVICES
14975295	THE LAW OFFICE OF	1/19/2023	4500.00	0100	CONTRACTED SERVICES
14975296	OFFICE DEPOT	1/19/2023	2912.44	0100	OFFICE SUPPLIES
14975297	HOME DEPOT	1/19/2023	2498.22	0100	TECHNOLOGY SUPPLIES
14975299	IMPERIAL SPRINKLER SUPPLY	1/19/2023	496.75	0100	GROUNDS SUPPLIES
14975300	YMCA OF SAN DIEGO COUNTY	1/19/2023	124418.92	0100	PROFESSIONAL SERVICES
14975301	AMERI-MEX PLUMBING INC	1/19/2023	1475.00	0100	CONTRACTED SERVICES
14976698	CORODATA RECORDS MANAGEMENT, INC.	1/23/2023	405.49	0100	OFFICE SUPPLIES
14976699	VECTOR USA	1/23/2023	8097.24	0100	PROFESSIONAL SERVICES
14976700	CSM CONSULTING INC.	1/23/2023	1500.00	0100	CONTRACTED SERVICES
14976701	CHARACTER COUNTS! SERVICE CORP	1/23/2023	692.71	0100	INSTRUCTIONAL MATERIAL
14976702	DANNIS WOLIVER KELLEY	1/23/2023	3665.50	0100	LEGAL SERVICES
14976703	PANERA BREAD COMPANY	1/23/2023	1025.76	0100	REFRESHMENTS
14976705	HIMS, INC	1/23/2023	2470.00	0100	CONTRACTED SERVICES
14976706	SHERMAN GARNETT & ASSOCIATES	1/23/2023	410.00	0100	REGISTRATION FEES
14976707	SAN DIEGO GAS & ELECTRIC	1/23/2023	89208.25	0100	UTILITIES
14976708	STANDARD ELECTRONICS	1/23/2023	2134.98	0100	CONTRACTED SERVICES
14976709	THE INSTITUTE FOR EFFECTIVE	1/23/2023	9631.60	0100	PROFESSIONAL SERVICES
14976710	TIFCO INDUSTRIES	1/23/2023	388.78	0100	GROUND SUPPLIES
14976712	ACE COOLING & FREEZING	1/23/2023	4832.86	0100	CONTRACTED SERVICES
14976713	TEAMTALK NETWORK	1/23/2023	397.80	0100	CONTRACTED SERVICES
14976714	DASH MEDICAL GLOVE INC.	1/23/2023	107.75	0100	MEDICAL SUPPLIES
14976715	AMAZON.COM, INC.	1/23/2023	5003.74	0100	INSTRUCTIONAL SUPPLIES
14976717	TIME AND ALARM SYSTEMS	1/23/2023	1418.31	0100	CONTRACTED SERVICES
14976718	SPARKLETTS	1/23/2023	313.20	0100	CONTRACTED SERVICES
14977829	MARTA RODRIGUEZ DE TORRES	1/26/2023	18.25	0100	MILEAGE
14977830	MARK KIRCHER	1/26/2023	14.06	0100	MILEAGE
14977831	EFRAIN IVAN MANRIQUEZ	1/26/2023	79.00	0100	MILEAGE

Expenditure Report
1/1/23-1/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14977832	AMBER ELLIOTT	1/26/2023	44.25	0100	MILEAGE
14977833	SUPERIOR RAIN GUTTERS AND AWNING, INC	1/26/2023	16502.00	0100	CONTRACTED SERVICES
14977834	KARINA VICTORINO	1/26/2023	96.75	0100	MILEAGE
14977835	WEX BANK	1/26/2023	2800.99	0100	VEHICLE GASOLINE
14977836	CAL PACIFIC TRUCK CENTER ,LLC	1/26/2023	1589.78	0100	CONTRACTED SERVICES
14977837	CANNON SPORTS, INC.	1/26/2023	465.48	0100	INSTRUCTIONAL SUPPLIES
14977838	THE SPEECH PATHOLOGY GROUP, INC	1/26/2023	14724.93	0100	PROFESSIONAL SERVICES
14977840	KYO AUTISM THERAPY, LLC	1/26/2023	770.67	0100	PROFESSIONAL SERVICES
14977841	VIRIDIANA MORENO	1/26/2023	74.77	0100	REIMBURSEMENT
14977842	BEAR COMMUNICATIONS, INC.	1/26/2023	6307.70	0100	OFFICE EQUIPMENT
14977843	MARLO VASQUEZ	1/26/2023	167.52	0100	REIMBURSEMENT
14977844	REFRIGERATION SUPPLIES	1/26/2023	705.19	0100	MAINTENANCE SUPPLIES
14977845	PENSKE TRUCK LEASING	1/26/2023	427.85	0100	CONTRACTED SERVICES
14977846	RCP BLOCK & BRICK	1/26/2023	10.77	0100	GROUNDS SUPPLIES
14977847	CALIFORNIA DEPARTMENT OF	1/26/2023	24976.68	0100	CONTRACTED SERVICES
14977848	WALMART	1/26/2023	864.60	0100	INSTRUCTIONAL MATERIAL
14977849	BROADWAY AUTO GLASS	1/26/2023	1113.49	0100	MAINTENANCE MATERIAL
14979109	P.I.P.S.	1/30/2023	128964.00	0100	PROFESSIONAL SERVICES
14979110	BMR HEALTH SERVICES, INC	1/30/2023	14760.00	0100	PROFESSIONAL SERVICES
14979111	NAUMANN HOBBS MATERIAL	1/30/2023	179.37	0100	CONTRACTED SERVICES
14979112	CAPITOL ADVISORS GROUP, LLC	1/30/2023	2000.00	0100	PROFESSIONAL SERVICES
14979113	WALSH & ASSOCIATES, APC	1/30/2023	590.00	0100	LEGAL SERVICES
14979114	SDSU RESEARCH FOUNDATION/NCUST	1/30/2023	8750.00	0100	PROFESSIONAL SERVICES
14979115	FRANK VILLALVA JR.	1/30/2023	520.00	0100	PROFESSIONAL SERVICES
14979116	SUPERSONIC DETAILING INC	1/30/2023	377.00	0100	CONTRACTED SERVICES
14979117	SAM & ROSE STEIN EDUCATION	1/30/2023	6423.56	0100	PROFESSIONAL SERVICES
14979118	COURTNEY TIRE SERVICE	1/30/2023	1052.35	0100	CONTRACTED SERVICES
14979119	STATE WATER RESOURCES	1/30/2023	1738.00	0100	PROFESSIONAL SERVICES
14979120	EDUPOINT EDUCATIONAL SYSTEMS	1/30/2023	6687.00	0100	CONTRACTED SERVICES
14979121	PRO POWER	1/30/2023	928.02	0100	GROUND SUPPLIES
14979122	KYA SERVICES LLC	1/30/2023	251212.81	0100	CONTRACTED SERVICES
14979123	FLYERS ENERGY	1/30/2023	2698.29	0100	CONTRACTED SERVICES

Total Fund 01			\$1,498,472.90		
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Expenditure Report
1/1/23-1/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14970523	WESTED	1/5/2023	1300.00	1200	INSTRUCTIONAL MATERIAL
14974263	EMILY N STEWART CONSULTING	1/17/2023	6000.00	1200	CONTRACTED SERVICES
14977839	EMILY N STEWART CONSULTING	1/26/2023	2400.00	1200	CONTRACTED SERVICES
Total Fund 12			\$ 9,700.00		
14974258	GOLD STAR FOODS	1/17/2023	38558.98	1300	CAFETERIA FOOD
14974261	SYSCO SAN DIEGO INC.	1/17/2023	3450.27	1300	CAFETERIA FOODS
14974262	EL POLLO GRILL INC	1/17/2023	1258.90	1300	CAFETERIA FOODS
14974267	HOLLANDIA DAIRY INC.	1/17/2023	18603.35	1300	CAFETERIA FOOD
14974268	P&R PAPER SUPPLY COMPANY, INC.	1/17/2023	5163.39	1300	CAFETERIA PAPER GOODS
14974270	CALIFORNIA DEPARTMENT OF	1/17/2023	33792.50	1300	CONTRACTED SERVICES
14974271	WALMART	1/17/2023	188.22	1300	CAFETERIA SUPPLIES
14974272	ACE COOLING & FREEZING	1/17/2023	1587.58	1300	CONTRACTED SERVICES
14974275	AMERICAN PRODUCE DISTRIBUTORS	1/17/2023	2009.13	1300	CAFETERIA FOOD
14975286	ANA BUSH	1/19/2023	68.63	1300	MILEAGE
14975290	PANERA BREAD COMPANY	1/19/2023	1460.15	1300	CAFETERIA CATERINIGS
14975298	LLOYD PEST CONTROL CO.	1/19/2023	252.00	1300	CONTRACTED SERVICES
14976704	EMS LINQ INC	1/23/2023	1095.00	1300	CONTRACTED SERVICES
14976711	CALIFORNIA DEPARTMENT OF	1/23/2023	610.50	1300	CONTRACTED SERVICES
14976716	DOMINO'S PIZZA	1/23/2023	4085.00	1300	CAFETERIA FOODS
Total Fund 13			\$ 112,183.60		
14974264	PRESTIGE WINDOW SOLUTIONS	1/17/2023	12485.37	2133	CONTRACTED SERVICES
Total Fund 21-33			\$ 12,485.37		
Grand total			\$1,632,841.87		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and No. 22/23-0006, 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 2022-23 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

February 9, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Aspire Martial Arts	Guest speaker to present a Bully Awareness Assembly at Sunset Elementary School. (2022-23)	N/A	N/A	Gonzalez/Burciaga
2	CDW-G	To provide GoGuardian licenses as a tool to facilitate safer access to online educational materials.	\$27,440.38	ESSER III	Gonzalez
3	Kara Dodds & Associates	Provide an independent speech evaluation to a student. (2022-23)	\$1,350.00	Special Education	Gonzalez/Madera
4	Keenan & Associates	Provide the IMReady SB 390 Security Officer Certification Course. (2022-23)	\$7,220.00	General	Olea

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Sunset School
Efrain Burciaga, Principal

Informational
 Action

AGENDA ITEM: AGREEMENT WITH ASPIRE MARTIAL ARTS

BACKGROUND INFORMATION:

In fulfilling the LCAP and SPSA student goals for the 2022-2023 school year, Sunset Elementary will coordinate services to support student’s well-being and engage in better communication between students and staff.

The Aspire Martial Arts, a non-profit organization, will provide Sunset Elementary students with awareness of four main types of bullying: Verbal, Social, Physical, and Cyber. Students will get a better understanding of anti-bullying techniques and strategies to use in a normal daily life environment and to lead students toward productive and safe choices to interact in a caring and supportive manner. The assembly date will be scheduled between the months of February to March 2023.

RECOMMENDATION:

Approve the guest speaker agreement with the Aspire Martial Arts to present a Bully Awareness Assembly at Sunset Elementary School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 4: Action 4.2 Social Emotional Well-Being and Mental Health

All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond. Implement a multi-tiered system of support to ensure that all students, including unduplicated students have the support that they need to ensure social emotional well-being and resiliency.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 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

MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER

Aspire Martial Arts (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for Sunset Elementary School students. The goal would be to motivate students through positive messages during an assembly presentation(s) by SPEAKER.

2. Scope of Services:

SPEAKER will provide an assembly/presentation related to **Bully Awareness** of the four main types of bullying: Verbal, Social, Physical and Cyber. The presentation(s) will be held at Sunset Elementary School on a date and time agreed upon by both Parties during the remainder of school year 2022-23 (February 10th – June 30th, 2023).

SPEAKER and SPEAKER's representatives/assistants are required to sign-in/out in the school's main office and to be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event.

3. Compensation:

Presentations are at no cost to the DISTRICT. The District is not responsible for any expenses.

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. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

7. Insurance – Refer to Exhibit C for insurance coverage information.

8. Termination:

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

9. 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.

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.

Aspire Martial Arts
GUEST SPEAKER

Signature: _____ Date: _____

Name: _____

Address: _____

Telephone: _____

Email: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____

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

Board approved: _____

SYSD CONTACT PERSONS:

Efrain Burciaga
Principal, Sunset School
(619) 428-4476 ext. 3699
Efrain.burciaga@sysdschools.org

Maria Elena Hernandez
Administrative Secretary
(619) 428-4476 ext. 3697
Maria.e.hernandez@sysdschools.org

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **SPEAKER and/or SPEAKER’s representatives may have contact with pupils.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), SPEAKER shall require their employees and/or agents and students, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such SPEAKER employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) SPEAKER shall not permit any employee, agent or other to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) SPEAKER certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) SPEAKER shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by SPEAKER’s failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting SPEAKER from using employees, agents or other who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) SPEAKER’s individuals/employees and/or others who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District’s Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District’s Governing Board that none of the SPEAKER’s employees/individuals and/or others performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District’s Governing Board that all of the SPEAKER’s employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

EXHIBIT B

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I, _____ (Print - Name of participant) the undersigned, agree to the following:

_____ (initials) 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ (initials) 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ (initials) 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____ (initials) 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____ (initials) 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the

law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: *(All sections must be completed.)*

Participant:

Signature

Date

Print Name

Phone

Organization:

Note: Please include Business Card if available.

Participant's Address: _____

Telephone/Mobile: () _____

Event Description/Purpose: _____

Date of Event: _____ Time: From _____ To: _____

Location of Event: _____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature

Date

Parent/Guardian Name

Phone

**Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you**

EXHIBIT C

INSURANCE:

(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 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.

Additional Insured Endorsement

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):** 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

WC waiver of subrogation endorsement in favor of San Ysidro School District.

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

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

Waiver of Subrogation

Consultant hereby grants to 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 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.

RESOURCES + ADDITIONAL EDUCATION

1. Stop Bullying

As an official website of the United States government, StopBullying is a dependable resource that breaks down each state's laws and policies on bullying. Other resources like how to address bullying, the different types of bullying, and prevention methods are also provided. The research behind their resources are also provided which can be useful for children, parents, educators, youth-serving professionals, schools, health care providers, organizations, and communities. Visit www.stopbullying.gov to learn more.

2. STOMP Out Bullying

With resources like the HelpChat Line and the Educators Page, STOMP Out Bullying provides support and education for both kids and adults. The HelpChat Line is a free and confidential help chat for anyone over the age of 13 who is a victim of bullying and who may be at risk for suicide. The Educators Page contains tools and educational materials for educators to learn how to provide meaningful learning experiences and how to foster safe environments. Visit www.stompoutbullying.org to get help and learn more.

3. PACER's National Bullying Prevention Center

PACER's National Bullying Prevention Center organizes social initiatives and resources that every member of a community can utilize. Students can participate in the Book Club, the Students with Solutions Contest, and utilize resources and advocacy to assist children with disabilities. Parents and educators are provided with information on how to assist and facilitate healthy environments. The entire community can participate in the Run, Walk, Roll Events held across the country. Visit www.pacer.org/bullying/ to get started.

4. Hyper Bully Awareness Program

Bring awareness and inspire your community to join the movement of inspiring 1 million people to put an end to bullying once and for all. With social advocacy materials, challenges and educational tools, become a Bully Awareness Advocate and make a difference in your community. Join the movement at www.hyperbullyawareness.com.

5. National Suicide Prevention Lifeline

The Lifeline Chat and phone hotline are free and confidential ways for individuals to connect with counselors for emotional support and other services. Call **1-800-273-TALK (8255)** or visit suicidepreventionlifeline.org/chat/.

YOU WILL CHANGE YOUR COMMUNITY. TOGETHER WE WILL CHANGE THE WORLD!

HYPER MARTIAL ARTS HYPER MARTIAL ARTS HYPER MARTIAL ARTS HYPER MARTIAL ARTS

⚡ **HYPERBULLYWARENESS.COM** ⚡

#HYPERBULLYWARENESS #LIVEYOURLIFE #ENDBULLYING



aspirmartialarts.com
Bullyproofcalifornia.com

Aspire Martial Arts
2990 Jamacha Rd. Ste #180
El Cajon, CA 92019
619.303.3725

A.C.W.A. COMBATIVES
REALITY BASED SELF DEFENSE

JOHNNIE MORRIS
SAN DIEGO BRANCH INSTRUCTOR

619 303 3725

INFO@ACWASANDIEGO.COM

BULLY AWARENESS KIT

YOU WILL CHANGE YOUR COMMUNITY.

TOGETHER WE WILL CHANGE THE WORLD!

+ NAME

+ DATE

HYPER-MARTIAL ARTS

HYPER MARTIAL ARTS

HYPER MARTIAL ARTS

HYPER MARTIAL ARTS

+ WHAT IS BULLYING?

Bullying is the repeated, persistent and aggressive behavior intended to cause fear, distress, or harm to another person's body, emotions, self-esteem or reputation.

+ 4 MAIN TYPES OF BULLYING



1. VERBAL

Using name-calling, teasing, and making fun of people to verbally hurt them. This includes forcefully criticizing and insulting in order to feel a sense of power over someone else.



2. SOCIAL

Using lies and spreading rumors about people to get others against them and make them feel lonely. Giving mean looks or gestures. Leaving people out on purpose or ignoring them as a way of trying to hurt them.



3. PHYSICAL

Using physicality to hurt others by hitting, pushing, grabbing, shaking, spitting, knocking down, or tripping them. This also includes taking and ruining other people's belongings.



4. CYBER

Hurting others by spreading rumors, sending threats, using pictures, or making fun of others through the internet or over the phone. This tends to be persistent, permanent and more difficult to recognize by others.

LIVE YOUR LIFE : PRO TIP



Never let the negative effects of bullying stop you from living your life. Bullies want to feel like they have power over you and your happiness, don't let them. Sometimes the best way to fight negativity is with POSITIVITY. Take on a new hobby or join a new group at school. The goal is to increase your self-confidence and build a strong network of positive friends and influences that can help you overcome the negative ways bullies hurt others.

+ WHEN YOU GET BULLIED

No one has the right to take your safety, values, or confidence away from you. The first time this happens, ignore the person or stand up for yourself and tell them to stop. If it continues to happen, tell a friend, a parent and/or report the incident to a school official. If then the bullying does not stop, report the incidents to the police. If you are feeling sad, lonely or upset, do not hold it in. Seek out a professional counselor or psychologist if you feel unmotivated, depressed or scared to go to school. Do not stop seeking help until the issue is resolved or you feel safe.

+ THE DOUBLE BULLY

The double bully effect is a very dangerous result of bullying. A "double bully" is someone who gets bullied and then in turn bullies others. This effect becomes a chain reaction of inflicting pain on others to cope with receiving pain. The double bully suffers from being bullied as well as gets in trouble for bullying others. It is important to be aware of how you treat others and get any necessary help in order to stop this hurtful cycle from spiraling out of control.

+ CONSEQUENCES OF BULLYING

Remember, bullying is illegal in many states. There are laws and policies that make bullying not tolerated. Those who bully others are more likely to get into trouble later on with other crimes. By age 24, 60% of bullies have been charged with a crime and almost 1/2 have three or more convictions. People who bully others are more likely to get into fights, vandalize property, or drop out of school. Bullies and their parents can be held responsible for the actions that occur.

IMPACT YOUR COMMUNITY

Make a difference in your community by using social media to bring awareness to the affects of bullying and the importance of ending bullying. Set a good example for others online and offline and encourage everyone to be a Bully Awareness Advocate.

Host a Bully Awareness Workshop for your friends, family, classmates, a sports team or an organization you already belong to. Just ask your instructor on how you can team up to educate and inspire your community with the tools we provide.

YOU WILL CHANGE YOUR COMMUNITY. TOGETHER WE WILL CHANGE THE WORLD!

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: RENEWAL OF GOGUARDIAN LICENSES FROM CDW-G FOR SAFER ONLINE STUDENT ACCESS

BACKGROUND INFORMATION:

CDW-G is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States. CDW-G’s broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience.

Licenses to be renewed:

- *GoGuardian Teacher:* This is a classroom management platform that provides a view into student’s online activity and control over their devices so that teachers can feel comfortable embracing technology in the classroom.
- *GoGuardian Admin:* This will filter and monitor any school device or OS with K-12’s most powerful content filter, whether on-site or remote.

The term of these licenses is for 1 year and cost implications are as follows: *GoGuardian Teacher* \$9,384.00 and *GoGuardian Admin* \$18,056.38 for a total of \$27,440.38.

RECOMMENDATION:

Approve the renewal of the GoGuardian licenses from CDW-G as a tool to facilitate safer access to online educational materials at a total cost of \$27,440.38 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$27,440.38

(Amount)

ESSER III fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

TODD LEWIS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFKG860	1/27/2023	GG 1 YEAR	12408780	\$27,440.38

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GoGuardian Teacher - subscription license (1 year) - 1 license Mfg. Part#: GG-TCR1Y-001500 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	2400	4159246	\$3.91	\$9,384.00
GoGuardian Admin - subscription license (1 year) - 1 license Mfg. Part#: GG-ADM1Y-001500 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	4618	4159121	\$3.91	\$18,056.38

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$27,440.38
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$27,440.38

PURCHASER BILLING INFO	DELIVER TO
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Billing Address:

SAN YSIDRO SCHOOL DISTRICT
ACCTS PAYABLE
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1617
Phone: (619) 428-4476

Payment Terms: NET 30 Days-Govt/Ed

Shipping Address:

SAN YSIDRO SCHOOL DISTRICT
TODD LEWIS
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1617
Phone: (619) 428-4476

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Jeff Polk | (866) 639-2816 | jeffpol@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are

not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement. Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacturer's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANYWAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at [Installation Indemnity Agreement](#). If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation

Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "**Process**," "**Processed**," or "**Processing**") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and

provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("**EEA**") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation. The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's

security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KARA DODDS & ASSOCIATES

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Kara Dodds & Associates, an independent agency, has been selected by the parents to perform a speech evaluation for their student during school year 2022-23.

Cost implications: SLP: \$1,350.00

RECOMMENDATION:

Approve the agreement with Kara Dodds & Associates to provide an independent speech evaluation to a student at a cost of \$1,350.00 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 2022-2023 Budget?

Yes No

Requisition #

\$1,350.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of February 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Kara Dodds & Associates
Company/Consultant

(619) 692-0622
Telephone Number

7525 Metropolitan Dr-308, San Diego, CA 92108
Address

www.karadodds.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 10, 2023 To: July 30, 2023

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.

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2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 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

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performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in Exhibit B 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable)**: 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 _____
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Certificate of Liability must clearly reflect this coverage.
District waives _____
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, 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 directed by District.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

COMPANY:	Kara Dodds & Associates	
Name:	Kara Dodds	
Title:	Owner	
Address:	7525 Metropolitan Dr-308	
City/State/Zip Code:	San Diego, CA 92108	
Telephone:	(619*) 692-0622	
Email:	kara@karadodds.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@syzdschools.org	Oscar.madera@syzdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Kara Dodds & Associates

Firm Name

Signature of Authorized Agent

Kara Dodds, Owner

Print Name, Title

Date:

Phone Number: (619) 692-0622

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Speech IEE evaluation includes the following:

- Review of records, history, IEP, past reports
- Full assessment with formalized and informal measures as applicable, observation, any other professional communications (e.g. teacher, school aide, other staff etc...)
- Full report including scores, recommendations, and goals.
- Attendance to meeting if requested to share report and answer questions

Cost Implications: **\$1,350.00**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT B

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for SYSD, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.

Contractor / Consultant initials_____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR SECURITY OFFICER CERTIFICATION COURSE

BACKGROUND INFORMATION:

The District would like to enter into an agreement with Keenan & Associates to provide the IMReady SB390 Security Officer Certification Course. The course will be given by former law enforcement officers to District's Security Staff. Upon completion of this course, staff will have a basic understanding and awareness of security involving youth in a school environment.

The term of this agreement is valid from date of signing until January 25, 2024.

RECOMMENDATION:

Approve the agreement with Keenan & Associates to provide the IMReady SB 390 Security Officer Certification Course at a cost of \$7,220.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$7,220.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** (“Agreement”) is made and entered into by and between **San Ysidro School District** (“Client”) and **Keenan & Associates** (“Keenan”), as of **January 26, 2023** (“Effective Date”).

RECITALS

- A. Client maintains a liability insurance program (“Insurer”) to protect itself against claims and losses arising out of its day-to-day operations;
- B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.
- C. Client desires Keenan to perform certain loss control services as a complement to its Insurance program; and
- D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM**

The term of this Agreement is from the **Effective Date** through **January 25, 2024** (“Termination Date”).

2. **KEENAN’S RESPONSIBILITIES AND SCOPE OF SERVICES**

- A. Client elects and Keenan shall provide the loss control services (“Services”) described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.
- B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client’s risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client’s business activities or existing on Client’s premises. We are confident that Keenan’s loss control services will help Client to promote a safer environment, but Keenan does not represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

- C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.
- D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.
- F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.
- C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.
- D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or

secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- (1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential

damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
 - iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party; and

- v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. **SOLICITATION OF EMPLOYEES**

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

11. **PROPRIETARY INTERESTS**

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

- A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.
- B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.

- C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. CONFIDENTIALITY

- A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term “Confidential Information” includes, without limitation, i) any information or data about a party’s business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Client’s employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party’s Confidential Information except as is necessary for the performance of the Services.
- B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party’s Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. GENERAL

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan’s obligation to perform the Services and Client’s responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.

- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
Attn: Legal Department
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501

[Signature Page Follows]

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<u>San Ysidro School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Marilyn Adrianzen	<u>By:</u>	Eric Preston
<u>Title:</u>	CBO	<u>Title:</u>	Sr. Vice President
<u>Address:</u>	4350 Otay Mesa Road	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
	San Ysidro, CA 92173		Torrance, CA 90501
<u>Telephone:</u>	(619) 428-4476, ext. 3013	<u>Telephone:</u>	(310) 212-0363, ext. 2726
<u>Email:</u>	linda.olea@syzdschools.org	<u>Email:</u>	kdimonte@keenan.com
<u>Attention:</u>	Linda Olea	<u>Attention:</u>	Kathy DiMonte

EXHIBIT A

Keenan's Services*

Keenan's IMReady instructors will provide three (3) eight (8) hour sessions of Senate Bill (SB) 390 Certification Course to the San Ysidro School District.

Each certification course is comprised of two main components:

1. Twenty-three (23) hours of live instruction broken out over three (3) days
2. A one (1) hour course competency exam

Attendees will be provided with a course study guide and all required reference materials prior to the beginning of the course.

Course attendees receive an SB 390 course certification upon meeting the following requirements:

1. 100% course attendance (23 hours of instruction and 1-hour exam)
2. Completion of the course exam with a minimum score of 80%

The course is instructed by former law enforcement officers. All instructors hold a current California POST (AICC) certification.

This course is conducted in accordance with requirements and guidelines set forth in SB 390.

Upon completion of this course, attendees will:

- Have a basic understanding and awareness of security involving youth in a school environment
- Meet the minimum requirements for security officers who are employed by or work on the property of a school district, charter school, county office of education, or community college district, as defined in SB 390.

*The goal of Keenan's IMReady Services is to (i) promote safety awareness, (ii) assist in the identification of conditions that may pose a risk of injury and/or property damage or loss, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. We do not suggest that following our recommendations will eliminate all risk of injury or will result in improved loss experience.

EXHIBIT B

FEE SUMMARY

Keenan's IMReady will provide the above-described SB 390 Security Officer Certification Course to the San Ysidro School District on dates to be determined by the Client and Keenan, for a fee of \$7,220.00. An invoice will be generated and sent upon course completion.

Maximum of 40 attendees per session.

The District is responsible for providing a suitable location for the training session:

- A training room large enough to accommodate the total number of attendees
- Tables and chairs for all attendees
- A projector and screen or projection area
- Audio projection equipment (when necessary)
- Easel stand with paper, markers
- Pen, pencil, highlighters, and paper for attendees

Fee includes:

- ◆ Professional Time
- ◆ Preparation and Scheduling
- ◆ Travel Time
- ◆ Consultation

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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 gifts/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 valued at \$450.00 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 2022-2023 Budget?

Yes No

Requisition #

DONATIONS
\$450.00

(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 9, 2023

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
BRIDGE THE GAP SPED, LLC FOR 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:

Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

Bridge The Gap Sped, LLC, a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2022-2023 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost implications: SLP: \$98.00/hour

RECOMMENDATION:

Approve/Ratify the San Diego County NonPublic Master Contract with Bridge The Gap Sped, LLC for the 2022-2023 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$98.00/hour
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2022-2023

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

2022-2023

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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.*

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Nonpublic
Master Contract

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This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Bridge The Gap Sped, 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 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. 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, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), 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, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR'S actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master 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 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.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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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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2022-2023

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 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

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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Main Document**

2022-2023

(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	\$1,000,000/2,000,000
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).

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Notices to the LEA:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR:

Monique D. Somers, Owner/CEO
Name/Title

Bridge The Gap Sped, LLC
Nonpublic

849 Blackstone Drive
Address

San Marcos CA 92078
City State Zip

(760) 607-8088
Phone

()
Facsimile

monique@bridgethegapsped.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
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2022-2023

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 February 10, 2023 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Monique D. Somers, Owner/CEO
(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: _____

2022-2023
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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
2022-2023

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
2022-2023

<u>Physical Therapy – Licensed PT Assistant (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535) – BI Design</u>	_____	_____
<u>Behavior Intervention Services (535) – BI Implementation</u>	_____	_____
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	_____	_____
<u>Behavior Intervention Services (535) – BII (RBT)</u>	_____	_____
<u>Behavior Intervention Services (535) – Supervision</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness Preparation (820)</u>	_____	_____
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: since bridge the gap sped, llc agency has a new rate of \$98/hr versus \$85.61/hr that was negotiated and approved rate with selpa, the san ysidro school district will pay the differential.

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Monique D. Somers, Owner/CEO
(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 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH BIRCH AGENCY

BACKGROUND INFORMATION:

Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

Birch Agency, a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2022-2023 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) and Speech and Language Pathologist Assistant (SLPA) will provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost implications: SLP: \$100.00/hour; and SLPA \$80.00/hour

RECOMMENDATION:

Approve/Ratify the agreement with Birch Agency for the 2022-2023 school year to provide speech services students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

Hourly Rates
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of February 2023, by and between the San Ysidro School District, hereinafter called the "District", and Birch Agency.

Birch Agency
Company/Consultant

727-781-7812
Telephone Number

P.O. Box 293, Williamston, MI 48895
Address

www.birchagency.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 10, 2023 To: June 30, 2023

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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 _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. Certificate of Liability must clearly reflect this coverage.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, 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.

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services.

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.

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5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

COMPANY:	Birch Agency	
Name:	Jennifer Conrad	
Title:	President	
Address:	P.O. Box 293	
City/State/Zip Code:	Williamston, MI 48895	
Telephone:	727-781-7812	
Email:	Admin@birchagency.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

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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 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

Birch Agency

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Jennifer Conrad, President

Date:

Date

Phone Number: 727-781-7812

Board Approved:

Revised 08-01-2020

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SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

_____ (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____ (Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____ (Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____ (Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Birch Agency

Name/title of authorized representative (Print) Jennifer Conrad, President

Signature _____ Date _____

REVISED 09-13-18

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ADDENDUM

COVID-19

Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor 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 District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
 - a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

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EXHIBIT A

SCOPE OF WORK

BIRCH AGENCY's Duties and Responsibilities

1. BIRCH AGENCY will

- a) Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Addendum A under DISTRICT's supervision at the locations specified on Exhibit A;
- b) Pay Assigned Employees' wages and provide them with the benefits that BIRCH AGENCY offers to them;
- c) Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d) Provide the DISTRICT with any documentation required for candidate to legally work in their facility or as required by state law to provide services that they are assigned for.
- e) BIRCH AGENCY will conduct reference checks, background and drug screening, and I9 Verification prior to a candidate beginning any assignment with the DISTRICT. We will also perform any additional credentialing required by DISTRICT or as mandated by state law. DISTRICT must note any additional requirements below and will notify Birch Agency if state/district credentialing requirements change.

Additional Requirements required by DISTRICT (to be filled in by DISTRICT)

Requirement	Required before start date	Can begin assignment while in process
See Job Description for SLP		
See Job Description for SLPA		

DISTRICT's Duties and Responsibilities

2. DISTRICT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, provide all support, training, direction and means to complete the assignment. DISTRICT warrants that facilities will be and operations will comply at all times with federal state and local safety and health laws, regulations, and standards.
- c. Provide Assigned Employees with any tools/paperwork necessary for assigned employee to perform services including testing materials and IEP paperwork or access to systems to perform documentation as required by DISTRICT or state law.
- d. Not change Assigned Employees' job duties without BIRCH AGENCY's express prior written approval.
- e. DISTRICT shall be responsible for orienting the Assigned Employee to DISTRICT's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as CMS or health insurance. Such paperwork may include, but is not limited to, patient care plans, patient histories, individual IEP plans or DISTRICT specific plans. During the contracted assignment, should Assigned Employee fail to submit paperwork as required by DISTRICT's policies and procedures, DISTRICT must notify BIRCH AGENCY within three days following the conclusion of the assignment. Failure to notify BIRCH AGENCY within 3 days will negate any DISTRICT claim to withhold payment due to paperwork non-compliance by assigned employee.

Payment Terms, Bill Rates, and Fees (Refer to Section 2 of Agreement)

3. DISTRICT will pay BIRCH AGENCY for its performance at the rates set forth on Addendum A and Rate Schedule and will also pay any additional costs or fees set forth in this Agreement. BIRCH AGENCY will invoice DISTRICT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. A late charge of 1% will be charged for invoices not paid within 30 days. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned

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Employees. DISTRICT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes BIRCH AGENCY to bill DISTRICT for those hours.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. BIRCH AGENCY will charge DISTRICT special rates for premium work time only when an Assigned Employee's work on assignment to DISTRICT, viewed by itself, would legally require premium pay and DISTRICT has authorized, directed, or allowed the Assigned Employee to work such premium work time. DISTRICT's special billing rate for premium hours will be the same multiple of the regular billing rate as BIRCH AGENCY is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, DISTRICT will be billed at 150% of the regular bill rate.)

5. DISTRICT will not use the services of any Assigned Employee or any candidate that was referred by BIRCH AGENCY as its direct employee, as an independent contractor, or through any person or firm other than BIRCH AGENCY during or within 1 year from the end of Assigned Employee's assignment date referred to in Addendum A or date of introduction whichever is later. If DISTRICT wishes to hire the employee as a direct employee, DISTRICT must notify BIRCH AGENCY and (a) continue the Assigned Employee's assignment from BIRCH AGENCY to the end of his or her assignment as stated in Addendum A, and pay BIRCH AGENCY a fee in the amount of 25% of the Assigned Employees first year's annual salary.

6. If the Assigned Employee is required to travel to multiple locations, DISTRICT will compensate BIRCH AGENCY for travel time between facilities at the regular hourly rate and for mileage up to the current acceptable IRS reimbursement rate.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their DISTRICTs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of DISTRICT's confidential information will be imputed to BIRCH AGENCY as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Term of Agreement

9. This Agreement will remain in effect for the Term indicated in Section 1.2 of the Agreement. unless either party cancels agreement in writing.

Termination – Refer to Section 5.3 of the Agreement

10. DISTRICT may request immediate removal of Birch Agency employee with cause for termination due to professional misconduct or for conviction of a crime involving moral turpitude. DISTRICT must provide written and verbal notice to Birch Agency with supporting documentation specifying the reasons and facts of termination. This documentation must be supplied to Birch Agency within 48 hours of termination. Documentation will be reviewed, assessed, and liquidated damages will be paid to Birch Agency not to exceed one week's billings. DISTRICT will give Birch Agency 72 hours to replace an employee who has been terminated with cause. DISTRICT may cancel an assignment and or this agreement without cause with 60-days written notice. DISTRICT will be responsible for all charges and fees for work/services completed prior to the cancelation date and through the 60-day notice period.

SAN YSIDRO SCHOOL DISTRICT

TITLE: Language, Speech & Hearing Specialist
DEPARTMENT: Special Education

REPORTS TO: Director of Special Education
CLASSIFICATION: Certificated

BASIC FUNCTION: Under the direction of the Director of Special Education and Services, and in cooperation with the school principal, the Language, Speech & Hearing Specialist develops, implements, and conducts a speech, hearing, and language program designed to identify and remediate deficits in language, articulation, voice, rhythm, fluency, and hearing.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Following referral and receipt of parent consent, assesses present level of function and/or performance for purposes of determining need for designated instructional services in the areas of Language, Speech and/or Hearing.
- Provides appropriate IEP, setting program objectives in terms of pupil performance, for pupils identified in need of instructional services in areas of Language, Speech and/or Hearing.
- Provides appropriate instructional services for individuals with exceptional needs in the areas of Language, Speech and Hearing.
- Provides ongoing review and/or assessment of pupil progress as set forth in IEP's for IWEN's receiving DIS in LS&H.
- Trains and supervises Speech Aides, as required.
- Provides in-service as requested, to parents, school staff, and/or other agencies.
- Understands and reflects the district's philosophy and regulations.
- Communicates effectively with pupils, parents, staff, and outside agencies.
- Serves as a member of the individual school(s) Guidance Committee (School Appraisal Team).
- Maintains an environment conducive to student progress.
- Serves as language, speech and hearing consultant member of the District E&P Committee. (Eligibility & Planning). Serves as Language, Speech and Hearing member of the Educational Assessment Services Team, when Master Plan initiated.
- At request of SAT psychologist, provides language and/or speech evaluation for students who are candidates for special day class placement or other designated instructional services.
- Maintains accurate records of all phases of the Language, Speech and Hearing Program.
- Makes referrals to outside agencies for consultation, evaluation, and/or therapy, as appropriate.
- Participates in the Hearing Conservation Program, as required.
- Confers with, and/or counsels parents, teachers, and/or students.
- Supervises Language, Speech and Hearing student interns, as required.
- Develops, evaluates, and adapts tests and materials for language and speech assessment and instruction, with particular attention given to materials to be used with Spanish-speaking individuals.
- Participates in in-service and professional growth meetings.
- Adheres to professional ethics.

KNOWLEDGE

- Demonstrated knowledge of oral and written communication skills.
- Demonstrated knowledge of curriculum
- Demonstrated knowledge of education code
- Demonstrated knowledge of district policies

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with children and adults.
- Ability to maintain records and prepare reports.
- Ability to work independently with little direction.
- Ability to plan and organize work.

MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Clinical Rehabilitative – Language Speech and Hearing Services Credential or equivalent credential
- Bachelor’s degree including all courses needed to meet credential requirements.
- Experience with severely handicapped; behaviorally challenged; and/or autistic students.

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)
- Master’s Degree in Special Education or related field.

WORKING CONDITIONS

Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:

Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; hearing in a noisy environment and locate the source of a sound; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects and monitor student activities.

Speech and Language Pathology Assistant (SLPA)

Purpose Statement

The job of Speech and Language Pathology Assistant (SLPA) is done for the purpose of providing support to the educational process with specific responsibilities for supplementing and enhancing speech and language pathology services; and assessing students' functional development level providing appropriate treatment to meet students' needs as defined in their Individual Education Program (IEP) objectives.

This job reports to Assigned Supervisor

Essential Functions

- Assists Speech and Language Pathologist (SLP) in providing direct treatment to identified students (e.g. prepares work and materials, etc.) for the purpose of supporting students in the completion and implementation of their work activities.
- Communicates with site staff, principal and special education team of IEP goals for the purpose of maintaining an open dialogue and a positive collaborative environment.
- Creates speech therapy materials and develops lesson plans for the purpose of addressing students' IEP goals.
- Implements speech activities and language activities in accordance with IEP goals and as directed by SLP for the purpose of providing appropriate care to students and/or supporting the student's IEP plan.
- Maintains and cleans treatment equipment and supplies (e.g. speech tools, materials, toys, etc.) for the purpose of ensuring equipment is in proper working condition.
- Maintains files and/or records for the purpose of documenting activities and/or ensuring up to date information.
- Participates in students' daily activities, when applicable, for the purpose of supporting and reinforcing functional communications of social and daily living skills lesson objectives.
- Participates in meetings with supervisor, site Special Education team and trainings, staff development, and workshops for the purpose of conveying and/or receiving information, discussing student's progress and brainstorming about next steps.
- Prepares and maintains written materials under the direction of the SLP (e.g. attendance, activity logs, progress reports, student data, future speech goals for students, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities



Sample Addendum A

(Addendum Specific to the Client will be sent upon hiring of individual Special Education Professional)

This Assignment Confirmation is entered into on **DATE** and supplements the Client Service Agreement between **CLIENT NAME** and BIRCH AGENCY.

The Assigned Employee listed below, an employee of BIRCH AGENCY, has been placed on assignment with Client under the following terms:

Candidate Name:	
Position:	
Bill Rate:	
Beginning of Assignment Date:	
End of Assignment Date:	
Minimum Hours:	
Overtime/Holiday Rate:	

If Assigned Employee is required to travel to multiple locations on the same day, the Client will reimburse for mileage at the current IRS rate for travel between locations.

Please fill in all of the locations that the Assigned Employee will work

School/Facility Name	Address

_____ CLIENT	_____ BIRCH AGENCY
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date
_____	_____



Rate Schedule

The following rates provide a range of rates that are common to your geographic area for each of the following disciplines. Rates are determined on an individual basis and will be based on the Assigned Employees experience, education and desired salary requirements. Addendum A will provide the bill rate for each candidate.

Discipline	Bill Rate Range
Speech Pathologist	\$90 - \$125
Speech Pathologist Assistant	\$80 - \$95
Occupational Therapist Assistant	\$80 - \$95
Occupational Therapist	\$90 - \$125
Physical Therapist Assistant	\$80 - \$95
Physical Therapist	\$90 - \$125
Sign Language Interpreter	\$75 - \$95
School Psychologist	\$90 - \$125
School Social Worker	\$75 - \$95
School Nurse	\$75 - \$95
School LPN	\$55 - \$75
Orientation and Mobility Specialist	\$70 - \$90
Teacher of the Visually Impaired	\$75 - \$95
Teacher of the Deaf and Hard of Hearing	\$65 - \$85
Behavioral/Intervention Specialist	\$50 - \$70
Special Education Teachers	\$75 - \$95
General Education Teachers	\$75 - \$90
Art/Music/Band Teachers	\$75 - \$90
Paraprofessionals/Educational Aides/Teacher Aides	\$45 - \$60
Special Education Supervisors/Case Managers	\$75 - \$95

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

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

AGENDA ITEM: TASK ORDER NO. 3 TO THE B.R. BUILDING RESOURCES FOR CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:

The grant agreement with the California Energy Commission (CEC) is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 which provides grants to assess, maintain, adjust, repair or upgrade heating, ventilation and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program.

On October 20, 2022, the Governing Board approved Resolution 22/23-0027 and the grant agreement for the CalSHAPE Program in the amount of \$205,653.60 for Vista Del Mar Middle and Ocean View Hills Schools to benefit from these services.

The CalSHAPE Agreement No. 22R3VA1455 term ends 24 months after the effective date (approval signature date by the CEC).

RECOMMENDATION:

Approve Task Order No. 3 to the B.R. Building Resources Master Agreement for implementation services of the California Energy Commission for the CalSHAPE Program at Vista Del Mar Middle School and Ocean View Hills School in an amount not to exceed \$205,653.60.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

GRANT AWARD

\$205,653.60

(Amount)

CalSHAPE Grant No. 22R3VA1455

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

TASK ORDER

Date: _____

Task Order No. 3

This Task Order No. 3 (this "Task Order") entered into between:

San Ysidro School District ("Owner")
4350 Otay Mesa Road
San Ysidro, CA 92173

And

B.R. Building Resources Company ("Building Resources")
2247 Lindsay Way
Glendora, CA 91740

Is made pursuant to that certain Master Services Agreement between the Parties made effective April 14, 2022, including all Exhibits and attachments thereto (collectively the "MSA"),

The terms of the MSA are incorporated herein by this reference, and shall be fully binding and controlling as to the Parties, as if fully set forth herein. Capitalized terms used but undefined herein shall have the meanings ascribed to them in the MSA.

The Scope of Work: General Description

The Project:

Building Resources will follow the California Schools Healthy Air, Plumbing (CalSHAPE), and Efficiency Ventilation Program Revised Commission Guidelines dated 6/08/2022 to complete HVAC Assessments per the Project Requirements outlined in Chapter 2. Specifically, the following schools and quantities of HVAC units, filters and CO2 monitors will be assessed. As required, filters will be replaced with higher MERV rated filters and CO2 monitors will be added to classrooms where none exist.

Vista Del Mar

Category	Unit Count
Assessment and Maintenance	32
Filters	132
CO2 Monitors	24

Ocean View Hills

Category	Unit Count
Assessment and Maintenance	59
Filters	134
CO2 Monitors	49

All equipment cutsheets will be submitted to the Owner after the assessment phase at each school for approval prior to installation. The equipment submittals will be for filters, CO2 monitors and any other miscellaneous material required for the 20% maintenance contingency outlined in the CalSHAPE Guidelines.

Clarifications

- Work in excess of the repair budget is excluded but might be covered by future phases of the grant program and will be referred to as HVAC Upgrade and Repair grants.
- Any hazardous material identification, assessment, remediation and/or removal of any kind is excluded.
- DSA costs are excluded.

Compensation and Payment:

Payment for the Work is to be a fixed price (the "Fixed Price") in the amount of **\$205,653.60**.

Within twenty (20) days from the date of execution of this Task Order, Building Resources shall submit to Owner a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the full amount of the Fixed Price.

Payment Applications are to be made monthly, and must be submitted on or before the 25th day of each month. If requested by Owner, Building Resources shall submit partial lien waivers with each interim Payment Application.

The rate of retainage on each progress payment shall be five (5%) percent. This retainage shall also be reduced upon Substantial Completion to the value of the Work remaining in order to achieve Final Completion. All remaining retainage will be paid with the payment due upon Final Completion.

The Payment Application for final payment on the Fixed Price shall be accompanied by: i) final lien waivers from all subcontractors and suppliers; ii) all close-out documents such as as-built drawings, manufacturers' warranties, and operating manuals; and iii) any other documentation as Owner may reasonably request.

Any potential drawings and specifications produced under this Task Order are part of a design-build construction process where Building Resources is both the designer and builder. Building Resources assumes no design liability should the Owner and/or another contractor implement the project without Building Resources acting as the prime contractor.

Work Schedule/Time:

1. Phase 1: HVAC Assessments and Report: 2/1/2023 - 7/23/2023
2. Phase 2: Filter Installations: 8/2/2023 - 9/30/2023
3. Phase 3: CO2 Monitor Installations: 9/6/2023 - 12/31/2023
4. Phase 4: 20% Repair Contingency Implementation: 10/1/2023 - 12/31/2023

Time is of the essence:

Building Resources guarantees that it shall perform and complete all work required by this Task Order in accordance with the requirements of the MSA by the Project Completion Date. The Project Completion Date shall be 333 CALENDAR DAYS from the commencement date stated herein.

Liquidated Damages:

Building Resources agrees that it shall be liable to the Owner for liquidated damages in an amount of five hundred dollars (\$500.00) per day for each and every calendar day beyond the Project Completion Date that completion of the Project has not been achieved at the Project Site(s). If not completed by the Project Completion Date, it is understood that the Owner will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of Building Resources' failure to complete the work, and therefore Building Resources shall pay to the Owner the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due Building Resources may be retained to cover liquidated damages.

Other Matters

- a. Building Resources shall comply with the provisions of Education Code section 45125.1 concerning the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, unless the Owner has determined pursuant to Education Code section 45125.2 that, under the totality of the circumstances, based on the Work to be performed pursuant to this Task Order, Building Resources, and any of its subcontractors and employees, will have only limited contact with the Owner's pupils. Building Resources shall not allow any employee to have contact with the Owner's pupils until such time as Building Resources has verified in writing to the Owner that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Building Resources shall ensure that its employees, agents, and employees or agents of its subcontractors comply with this Section and the applicable provisions of the Education Code. Building Resources shall verify its compliance with this Section for each employee on a form provided by the Owner.
- b. To the extent Building Resources or any of its subcontractors are providing construction services on school facilities of the Owner, Building Resources shall comply with the provisions of Education Code section 45125.2 to ensure the safety of pupils, and will not be subject to Education Code section 45125.1 as provided therein. The Owner shall specify the appropriate security measures, as set forth in Education Code section 45125.2, to be implemented.
- c. Separate from the requirements of the Education Code, Building Resources shall comply with all health, safety, and security measures established by the Owner.
- d. The following sections of the Owner's Grant Agreement #22R3 VA1455 with the California Energy Commission (CEC) are incorporated in this Task Order:
 - i. Standard of Performance (Section 3)
 - ii. Legal Statements on Products (included in Section 5, "Products")
 - iii. Prevailing Wage (Section 10)
 - iv. Recordkeeping, Cost Accounting, and Auditing (Section 11)

- v. Equipment (Section 14)
- vi. Indemnification (Section 17)
- vii. Intellectual Property (Section 20)
- viii. Access to Sites and Records (included in Section 22, "General Provisions")
- ix. Nondiscrimination (included in Section 23, "Certifications and Compliance")

San Ysidro School District

Building Resources

By: _____

By: _____

Name: Marilyn Adrianzen

Name: _____

Title: Chief Business Official

Title: _____

Date: _____

Date: _____

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

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

AGENDA ITEM: BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c) AND BOARD POLICY 3270

BACKGROUND INFORMATION:

California law and district policy allow our District to dispose of obsolete or unusable equipment. The District periodically has inventory items that become obsolete and are recommended for disposal, donation, or sale on an “as is” condition. The District vehicle listed below is unusable due to age or disrepair:

- 1998 GMC Van (VIN #1GKDM19WB529722) – SYSD Vehicle No. 20

RECOMMENDATION:

Approve the sale, auction, or disposal of personal property as per California Education Code Sec. 17546 (a)(b)(c) and Board Policy 3270.

LCAP GOAL AND ACTION/SERVICE (please indicate): N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

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

AGENDA ITEM: AMENDMENT NO. 2 TO THE LORD ARCHITECTURE, INC. MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS

BACKGROUND INFORMATION:

On June 9, 2022, the Governing Board approved the Master Agreement for Architectural Services on the District-wide Bond Program with work to be assigned to Architect upon mutual written amendment to the Master Agreement as specific architectural work for specific components of the Project.

The District has now identified the need for architectural services pursuant to the Master Agreement for the following components:

- Vista Del Mar Middle School: New two-story building (Science/PE)

The project requires the preparation of architectural plans and specifications for submittal to the Division of State Architect, and the preparation of a project bid documents. The construction costs of the two-story building is estimated at \$14,000,000.00. The Architect's estimated costs is 7.2% of the final construction project which is estimated at \$1,014,000.00.

RECOMMENDATION:

Approve Amendment No. 2 to the Lord Architecture, Inc. Master Contract to provide architectural services for Vista Del Mar Middle School's new two-story building (Science/PE). Cost implications are estimated at \$1,014,000.00 from the General Obligation Bond funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

ESTIMATE

\$1,014,000.00

(Amount)

General Obligation Bond

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SECOND AMENDMENT TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this February 9, 2023, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **LORD ARCHITECTURE INC.** (hereinafter referred to as "Architect").

RECITALS

WHEREAS, on or about May 20, 2022, the District and Architect entered into a Master Agreement For Architectural Services (the "Agreement") with Architect for provision of architectural services on the District-Wide Bond Program (collectively, the "Project"), with work to be assigned to Architect upon mutual written amendment to the Agreement as specific architectural work for specific components of the Project; and

WHEREAS, the District has now identified the need for architectural services pursuant to the Agreement for the following component(s) of the Project:

- Vista Del Mar Middle School- New two-story building (Science/PE)

WHEREAS, the Agreement permits the District and Architect to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the District and Architect now desire to amend the Agreement to explicitly memorialize the mutually agreed upon scope of work and fee for Architect to provide design services for the component(s) of the Project identified above.

AGREEMENT

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

I. Amendment Terms.

The Agreement is hereby amended as follows:

A. Scope of Project Component Assigned. The Parties have agreed that the scope of work for the design services for the assigned component(s) of the Project shall be as described in **Exhibit "A"** to this Amendment. Except as expressly detailed and/or set forth in **Exhibit "A,"** all such design services shall at all times be fully compliant with all terms and conditions of the original Agreement, including, but not limited to the standard requirements for design services set forth therein.

B. Compensation. The Architect's compensation for the work set forth in this Amendment shall be a fee of 7.2% of the final construction costs estimated at **\$1,014,000.00**. (Refer to Exhibit A)

C. This Second Amendment shall only be effective upon the execution by both the District and Architect.

D. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This Second Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Second Amendment to the Agreement for Architectural Services, as of the month, day and year first above written.

SAN YSIDRO SCHOOL DISTRICT

LORD ARCHITECTURE INC.

By: _____

By: _____

Name: Marilyn Adrianzen

Name: _____

Title: Chief Business Official

Title: _____

Board approved:



October 4, 2022 (Revised 01/30/23)

Mr. Tom Silva
District Bond Program Manager
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Vista Del Mar Middle School – Addition and Field Renovations

Dear Tom,

Below is a breakdown of our proposal for the addition of a new 2-story classroom building with 6-8 classrooms and science labs. Building will try to maintain the ocean view from the Library and other locations on the site. Total SF for this project is estimated at 12-15,000 SF. One section of the building, if possible, is to be one-story. This portion could be used for a Boy's & Girls PE Locker Room with Restrooms. In addition, we will review the site to see how it can meet CDE site guidelines for PE facilities for middle school of 1,000 students and update the Kindergarten "Play" area for use by 6th graders. Add as much storage for exterior equipment as possible adjacent to ball walls. Again, without impeding the ocean view.

BASIC ARCHITECTURAL SERVICES

Additions – Basic design services generally include architectural, structural, electrical (power & low voltage), mechanical, civil, landscape and fire sprinkler design services. Scope of the project, including budget, will be agreed upon prior to commencement of design work.

TASKS

The following list is a breakdown and description of the tasks that we will perform.

Part 1. Programming Phase and As-Built Documentation:

- Review all District documents to understand the construction of the existing building and site.
- Develop electronic drawing bases for the site showing locations of existing buildings (unless electronic documents are available from the District), that will be used for presentations and future construction documents. Some field measurements will be required to confirm the existing conditions of the Path of Travel and other existing conditions.
- Supply the District with proposals for surveys if required. All surveying will be submitted as an additional service through Lord Architecture's Reimbursable expenses or contracted directly with the District.
- Complete an architectural / engineering site survey to determine the existing conditions of the site and building.
- Complete a preliminary code review.
- Meet with the District and site administration staff to determine which areas require renovation and/or replacement.
- Present findings, phasing plans and cost comparisons to the site and District.

Part 2. Schematic Design and As-Built Documentation:

- Prepare Concept drawings and renderings and make a presentation to the District of 2-3 Options.
- Complete preliminary architectural, grading, structural, electrical and mechanical plans per District contract requirements.
- Electrical engineering includes power and low voltage systems, fire alarm, data and telephone as required for the project. Security system designs will be supplied by the District.
- Mechanical and Plumbing engineering includes changes to ductwork and HVAC units as required by elevator placement.
- Storm water from the roof drains and hardscape site run-off will require retention and is to be diverted into the site's storm system. All designs will comply with the SWPPP requirements for the state of California.
- Included is a preliminary cost estimate and major architectural components.

Part 3. Design Development:

- The Design Development Phase will provide definite design conclusions based on the approved Schematic Design framework and represents approximately 50% of design completion.
- Resolve any outstanding issues on schematic design checklist.
- Develop in further detail the approved conceptual design. The design documents will clearly identify the civil, architectural, structural, mechanical, electrical, plumbing, landscape and fire protection design solutions required for the project.
- All major features and components of the design solution will be documented and included in an updated cost estimate and outline specifications.
- Upon approval of the Design Development Package by the District, the design team will begin execution of the final construction design details.
- The approved Design Development Package constitutes a complete concept and no major changes to the plans will be made.

Part 4. Construction Documents:

- Prepare construction documents that include architectural, structural, civil, electrical, mechanical, plumbing engineering for DSA review and approval and Contractor use.
- Final design of all systems and components including:
 - a. Site utility connections.
 - b. Site ADA accessibility documents.
 - c. Plans and elevations of all required equipment.
 - d. Coordination with other related disciplines.
 - e. Working drawings and construction details.
 - f. Provide separate Book Specifications with District provided General Conditions.
 - g. Update the construction estimate of probable cost. Configure bid documents to keep project within the District approved budget.

Part 5. Permit Processing:

- Submit required documents and drawings to DSA for review and complete all back check items for approval and permitting.
- District will pay all review fees required by DSA.

Part 6. Bidding:

- Assist the District with bidding using a competitive bid process.

- Attend pre-bid conference and site walk.
- Respond to questions by prospective bidders and subcontractors.
- Issue addendum(s) per SYSD format as may be appropriate.
- Submit all addendums to DSA for review and approval.
- Assist the District with reviewing the bids received.

Part 7. Construction Administration:

- During construction of the project, review shop drawings and submittals, respond to RFI's, review proposal requests, prepare Construction Change Directives (CCD's) for DSA review and approval or supplementary instructions as needed.
- Attend weekly site meetings and produce meeting minutes of each meeting.
- Review payment applications and prepare one punch list.
- Complete all Change Orders for Board approval, attend weekly site meetings, review payment applications, and prepare one punch list.

Part 8. Close-out:

- Organize and complete all necessary documentation required to close out the project with DSA.
- Review all As-Built and O&M documents submitted by the Contractor.

Modernization (\$14,000,000 estimate)

New Construction & Site Renovation Basic Services = 7.2% of the final construction cost and all related revisions and Change Orders

Additional Engineering that may be required above and beyond the basic modernization Services:

Site Survey	= TBD
Electrical Load Metering (If Required)	= <u>\$5,000.00</u>

Items not included in Fees listed above:

- A. Review fees required by local Fire Departments
- B. Full-time, on-site inspection
- C. Construction site survey and construction control benchmarks
- D. Permit and Plan Check fees assessed by permit authorities.
- E. Laboratory charges for construction testing

ADDITIONAL SERVICES

During the course of performing our basic services, we can provide additional services that are beyond the scope of work covered by our basic services. These additional services will only be performed when authorized by the Owner. The following is a list of potential additional services that you may wish us to perform at your option.

1. Revise previously approved drawings or documents if the Owner requests a change in scope to the project.
2. Prepare in-house study models, 3-D sketch renderings and/or computer generated 3-D presentation illustrations.
3. Coordinate the efforts of special consultants hired directly by the Owner.
4. At the option of the Owner, the Architect shall hire consultants or engineers to provide extra services beyond those covered as part of the basic services. Such consultants and engineers shall include, but are not limited to, environmental consultants, surveyors, hazardous materials abatement consultants, landscape architects, acoustical engineers, communications consultants, professional illustrators and

professional model builders. The services of such consultants and engineers shall be furnished as an additional service.

5. If the Owner hires any consultants or engineers or requests the Architect to hire such consultants or engineers, any work the Architect performs to coordinate or support their efforts shall be performed as an additional service.
6. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice shall be performed as an additional service.

PROPOSED COMPENSATION.

Compensation for Hourly Services

Additional services as listed in this proposal shall only be performed if authorized by the Owner. Fees for the additional service work shall be determined by negotiated lump sums or by the actual hours worked and the hourly rates of the professionals involved. Hourly rates for additional service work performed by the staff of **Lord Architecture Inc.** during the 2023 calendar year are as follows.

Principal Architect.....	\$195.00/hour
Associate Architect / Project Architect	\$165.00/hour
Project Manager	\$150.00/hour
Job Captain	\$110.00/hour
Draftsperson.....	\$100.00/hour
Clerical	\$75.00/hour

REIMBURSABLE EXPENSES

During the course of performing our basic services, we will incur expenses related to those efforts. An additional allowance of **\$1,000.00** is requested for reimbursable expenses during the project for scanning of printed documents and printing of multiple copies required for reviews, expedited delivery or other similar out of pocket expenses.

Compensation for Reimbursable Expenses

Scanning, Printing, Reproduction, Photographs, Government Documents, Special Postage and Delivery Fees.....Cost plus .05%

MileageNo charge for mileage within San Diego County

We hope that this proposal is in line with your expectations. If you have any questions or require clarifications, please do not hesitate to call me.

Sincerely,



Katherine I. Lord
Principal, AIA, LEED AP

CC: J. Dyke, B. Lord, File

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2023

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

FROM:
Russell Little, Asst. Superintendent Informational
Educational Lead & Pupil Services Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY NCUST
RESEARCH FOUNDATION FOR THE A-PLUS PROGRAM

BACKGROUND INFORMATION:

The National Center of Urban Schools Transformation (NCUST) proposes to implement the Advancing Principal Leadership in Urban schools Program (A-PLUS) in a manner that is aligned with the San Ysidro School District initiatives and designed to support principals and their leadership teams as they create the culture, curricula, and instruction needed to generate both equitable and excellent learning results for District students.

During the 2023-24 school years, La Mirada, Smythe, Willow and Sunset Schools and long with San Ysidro Middle School will be considered a cohort, while the Preschool Child Development Program, Ocean View Hills and Vista del Mar Middle will be designated a cohort. The Superintendent’s cabinet will also comprise a cohort. The goal is to help school leaders influence changes in everyday classroom practices in ways that will result in the attainment of greater equity and excellence throughout San Ysidro School District

RECOMMENDATION:

Approve the Agreement with the San Diego State University NCUST Research Foundation to provide the A-PLUS Program during 2023-24 school year at a cost not to exceed \$118,000.00 from the Title I and General funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$118,000.00

(Amount)

Title I and/or General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENT FOR PROFESSIONAL SERVICES

San Diego State University Research Foundation (Contractor)
5250 Campanile Drive
San Diego, CA 92182

on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION
9245 Sky Park Court, Suite 120
San Diego, CA 92123

Attention:
Sandra M. Nordahl, CRA
Director, Sponsored Research Contracting and Compliance
Email: sdsurfawards@sdsu.edu

With copy to:
Karen Jones, NCUST Director of Operations (619-594-7905)

and

San Ysidro School District (District)
4350 Otay Mesa Road
San Ysidro, CA 92173

Attention: Dr. Gina Potter, Superintendent

NOW, THEREFORE, the Parties-agree as follows:

1. PERIOD OF AGREEMENT. The term of this Agreement shall be from October 1, 2023 - June 30, 2024.
2. DUTIES OF THE CONTRACTOR. Contractor shall provide services in accordance with EXHIBIT A (A-Plus Program), Section I, which is attached hereto and made a part hereof.
3. STAFFING. Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services. Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff providing services under this Agreement.
4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District.
5. CONTRACT VALUE. The District shall pay the Contractor a fixed price, not to exceed \$118,000 for implementing and providing the services described in EXHIBIT A, Section II. Payment shall be made by District to the Contractor in accordance with the schedule specified in EXHIBIT A, Section II which is attached hereto and made a part hereof.

6. RIGHTS TO REPORTS. The rights to any report or evaluation developed by the Contractor in connection with this Agreement shall belong to the Contractor. District shall have the right to use material developed under this contract for non-commercial education and research purposes.
7. ENTIRE AGREEMENT/AMENDMENT. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both Parties to this Agreement.
8. SEVERABILITY. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.
9. AUTHORITY. Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.
10. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

District shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

11. TERMINATION. Either Party may, by thirty (30) days written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.
12. ORDER OF PRECEDENCE. The use of any purchase orders to facilitate issuance of payments under this Agreement shall be in accordance with the terms of the Agreement, and any terms or conditions contained within such purchase order that directly contradict or conflict with the Agreement or subsequent amendments shall be deemed "RESERVED" or self-deleting.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

- DISTRICT-

SAN YSIDRO SCHOOL DISTRICT

BY _____

Dr. Gina Potter

TITLE: Superintendent

Dated _____

-CONTRACTOR-

**SAN DIEGO STATE UNIVERSITY
RESEARCH FOUNDATION**

on behalf of

**NATIONAL CENTER FOR URBAN
SCHOOL TRANSFORMATION**

BY _____

Sandra M. Nordahl, CRA

TITLE: Director, SR Contracting and Compliance
Federal Tax ID #95-6042721

Dated: _____

and BY **Francisco Escobedo**
Francisco Escobedo, Ed.D.

TITLE: Exec. Director, National Center for Urban
School Transformation

Dated: 2/3/23

Exhibit A

I. Exhibit A

1. SERVICES TO BE PROVIDED BY CONTRACTOR.

Specifically, NCUST proposes to implement the Advancing Principal Leadership in Urban Schools Program (A-PLUS) in a manner that is aligned with SYSD initiatives and designed to support principals and their leadership teams as they create the culture, curricula, and instruction needed to generate both equitable and excellent learning results for SYSD students.

NCUST has been providing A-PLUS Networks for 15 years. Early in our study of outstanding schools, we recognized that leadership was the central element of each school's success. A-PLUS Networks were designed to create "Professional Learning Communities" for principals and assistant principals who were committed to advancing equity and excellence in their schools. NCUST Executive Coaches use their experience studying outstanding schools (as well as their experience leading schools to achieve outstanding results) in ways that help district and school leaders focus on building systems and structures that will maximize the likelihood that all demographic groups will experience high rates of academic growth.

The following will be the focus for our A-PLUS Networks:

1. **Principal-Created/District Approved Goals:** During the academic year starts, each principal will be asked to establish a specific, measurable, achievable, relevant, time-based goal focused on the improvement of a specific academic outcome in the context of a school improvement project and conduct a minimum of three PDSA cycles. The goal should have the following attributes:
 - a. The goal should specify a baseline (data indicating actual current student performance or a reasonable estimate of actual current performance) and a target to be achieved by the end of the year A-PLUS project.
 - b. The goal should be aligned to the district's or school's instructional focus.
 - c. Attainment of the goal should advance the school's pursuit of educational equity.
 - d. The goal should be approved by district leaders including Dr. Potter, Superintendent.
2. The purpose of A-PLUS is to build the capacity of each principal and assistant principal to achieve the goal they specified. We know that principals can help their schools attain ambitious goals when they are able to influence culture, curricula, and instruction related to their goals.
3. We want to help principals (and the leaders who support principals) influence changes in everyday classroom practices in ways that will result in the attainment of greater equity and excellence throughout SYSD.

The following will participate in the A-PLUS network:

1. **SYSD Principals and Assistant Principals:** During the 2023-24 school years, La Mirada, Smythe, Willow and Sunset Elementary schools along with San Ysidro Middle School will be consider a cohort, while the Preschool Development Program, Ocean View Hills Elementary, Vista Del Mar Middle School will be designated as a cohort. Both cohorts will participate in an A+ Network.

NCUST's deliverables will be the following:

1. **One half day professional learning experience** for all principals and assistant principals to occur at a designated time over the two year contract.
2. **Monthly Network Meetings for Each Cohort:** NCUST will assign an Executive Coach to each cohort. The Executive Coach will work with the lead principal for each cohort to establish dates for ½ day network meetings. The location of the network meetings will rotate among the campuses of the cohort principals. Over the year contract period, each principal should have an opportunity to host two-three network meetings. The network meetings will be designed to support the host principal as they make progress toward their articulated goal. The host principal will describe their goal and their efforts to improve 1) the professional culture among their school's educators, 2) the learning culture for students, 3) the school's curricula relevant to the principal's goal, and 4) the instructional practices relevant to the principal's goal. NCUST has learned that principals in outstanding schools leverage these four empowering characteristics to influence improvements in learning outcomes for all demographic groups. At least an hour of the network meeting will include a learning walk during which the cohort will visit classrooms with a focus on the principal's goal, the evidence of progress toward the goal, and opportunities for advancing progress further. The cohort principals and the NCUST Executive Coach will serve as a Professional Learning Committee (PLC) for the host principal, providing support intended to maximize the likelihood that the host principal makes substantial progress toward their goal. **In particular, the PLC will help host principals consider how they can address existing instructional practices in ways that nurture a positive professional climate, while also helping teachers maximize student success, especially for groups of students who have historically been underserved.** Each network meeting will conclude by acknowledging evidence of the host school's progress toward their specified goal and listening to the host principal's immediate next steps (based on both the strengths observed and the needs identified).
 - a. ***Approximate NCUST time commitment: three half-day network meetings each month for 13 months***
3. **One-to-One Meetings with Each Principal:** In addition to the monthly network meeting, each principal will receive a monthly on-site visit from their NCUST Executive Coach. This one-to-one meeting will provide the principal an opportunity to present their goal and their improvement strategies to their NCUST coach. The NCUST Executive Coach will listen, observe, and provide feedback designed to accelerate each principal's progress toward the attainment of their goal. Each one-to-one meeting will last approximately two hours. Each month the host of the network meeting will not be receiving a one to one meeting.
 - a. ***Approximate NCUST time commitment: 6 two-hour one-to-one meetings each month for 13 months***
4. **District-Level Coordination Meetings:** At every month starting in the 2023-2024 school year, there will be a district-level coordination meeting with an NCUST Executive Coach and the district-level cabinet team. The meetings will provide updates regarding logistics and progress and the creation of specific goals that are aligned to the district's LCAP. The meetings will keep NCUST Executive Coaches apprised of nuances of district initiatives influencing the pursuit of the district's principals' goals. As well, the meetings will provide the district-level leaders opportunities to hear the perspectives of the NCUST coaches about possible ways to refine district-level efforts in ways that might help the district accelerate progress toward their LCAP goals.

- a. Approximate NCUST time commitment: 1 district-level coordination meeting every month for 10 months (10 times per year)*

Central Themes: In all the meetings described above a central theme will be helping leaders address critical leadership challenges. In successful schools and districts, leaders recognize that they must overcome real and significant challenges to lead a critical mass of stakeholders to change important processes, structures, and systems that influence student success. Specifically, leaders must address the following important challenges:

1. Leading stakeholders to perceive the changes the leader seeks are desirable, consistent with their values, and worth their effort --(Inspiring stakeholders to want to improve)
2. Leading stakeholders to perceive the changes the leader seeks are possible, despite the limitations associated with budgets, regulations, the challenges students may face at home, and many other realities – (Convincing stakeholders that success is attainable)
3. Leading stakeholders to understand the key roles they play in making the change happen. In particular, leaders need to be able to help teachers know clearly and specifically what they can do to maximize the likelihood that their students will develop deep understandings of challenging academic standards – (Building clarity about each person’s role and responsibility)
4. Leading stakeholders to perceive they have the quantity and quality of support they need to succeed in implementing the change the leader seeks. In particular, leaders need to be able to help teachers believe they have great support that will help them lead all their students to high levels of academic success – (Building a powerful sense of collective efficacy)
5. Leading stakeholders to effectively use multiple measures for instructional decision making including, but not limited to, California Dashboard, local universal assessment data, the universal screener, and the California Healthy Kids Survey.

1. **PAYMENT SCHEDULE:** In accordance with the contract, District shall pay Contractor the following amount by the date listed:

- A. By October 1, 2023, District shall pay Contractor \$29,500.
- B. By January 1, 2024, District shall pay Contractor \$29,500..
- C. By April 1, 2024, District shall pay Contractor \$29,500.
- D. By June 30, 2024, District shall pay Contractor \$29,500.
- E. District shall pay invoice upon receipt.