

San Ysidro School District Governing Board

AGENDA

Thursday,
July 13, 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.

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

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 22, 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 Thursday, June 22, 2023, to conduct its business meeting at **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. 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 from 5:12 p.m. to 6:14 p.m., and reconvened into Open Session at 6:14 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:10 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 5:11 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) Pulled Consent Calendar Agenda Item 13D.17 AGREEMENT WITH HOPSKIPDRIVE, INC

Motion: Martinez Second: Pallasigue Vote: 5-0

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:12 p.m. in accordance with section 54954.5 regarding:

5.1 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

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

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Linda Olea v. San Ysidro School District
Case Number: 37-2022-00019430-CU-OE-CTL

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: 5

RECONVENED into OPEN SESSION at 6:14 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: President Pallasigue Time: 6:14 p.m.

7. 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
- Mrs. Zenaida Rosario, Board Clerk
- Mr. Rudy Lopez, Member
- Mr. Antonio Martinez, Member

8. FLAG SALUTE by Board President Pallasigue

9. 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.

Mark Anthony Hall, Executive Director of Manhood ABC, LLC Commented: 1) Manhood ABC works with adolescent boys with social emotional learning and is a community based organization. A lot of the boys we work with have post COVID anxiety. 2) We bond with the boys, get to know them and are attentive to individual and age appropriate behaviors.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board President Pallasigue, Commented: 1) It’s a blessing to have people offer to support students and their social emotional needs. 2) San Ysidro ended the year strong. We are headed in the right

direction. 3) We owe it to the community to spend the bond funding with wisdom and diligence. We need to utilize the Beyer site property wisely to give the community what they need. 4) Congratulated and thanked Ms. Yrineo and Mr. Mata on their upcoming retirement.

Board Vice President Irene Lopez, Commented: 1) Congratulated and thanked Ms. Yrineo and Mr. Mata on their upcoming retirement. 2) Welcomed speaker Mr. Hall. 3) Her goal has been to bring counselors, psychologists and social workers to all the elementary schools.

Board Member Martinez, Commented: 1) Going into next school year, safety needs to be our concern above everything else. Staff would like more safety training. 2) He will visit La Mirada Elementary. 3) Music Theater Dance (MTD) is important. Let’s incorporate it in our schools. 4) We should maintain the Beyer site. 5) Thanked Mr. Hall for visiting our school district. 6) Doesn’t want children and their families to be harassed and moved with the encampment ban. We may partner with Jewish Family Services and Catholic Charities to help them. Protecting them and keeping them safe is always a priority for our school district. 7) Congratulated and thanked Ms. Yrineo and Mr. Mata on their upcoming retirement and wished them the best.

Board Clerk Rosario, Commented: 1) Wished everyone a happy summer. 2) Thanked everyone for their presentations. 3) To listen to each other and work together for the betterment of our community and for the children is the greatest thing we can do. 4) Would like the principals to stagger the promotions next year. 5) Thanked Mark Anthony Hall for visiting. It’s important to build self esteem in our students. 6) Congratulated and thanked Ms. Yrineo and Mr. Mata on their upcoming retirement.

Board Member Rudy Lopez, Commented: 1) Mentioned that other organizations would be valuable partners to Mr. Hall; Borderview YMCA and Little Leaguers that he coaches. 2) The Border View YMCA will turn their parking lot in the evenings into a safe parking lot in conjunction with Jewish Family Services for school communities. 3) Thanked Mr. Macedo for presenting the annual Bond Oversight Committee report in person. 4) Congratulated and thanked Ms. Yrineo and Mr. Mata on their upcoming retirement.

Superintendent Potter, Commented: 1) Thanked Board Members for their beautiful tribute to both Ms. Yrineo and Mr. Mata. 3) Thanked Ms. Yrineo and Mr. Mata for all they’ve done for the children and community.

11. CONFERENCE SESSION

Reports/Presentations

- 11.1 2022-23 Citizens’ Bond Oversight Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Citizens’ Bond Oversight Committee Chair, Ricardo Macedo
- 11.2 2022-23 LCAP/DBAC Committee Annual Report - Presented by Chief Business Official, Marilyn Adrianzen & Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

12. GENERAL ADMINISTRATION

12.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of June 8, 2023.

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

12.2 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2023-2024 (Little)

The Board approved and adopted the Local Control Accountability Plan (LCAP) for school year 2023-2024.

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

12.3 LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) FEDERAL ADDENDUM FOR SCHOOL YEAR 2023-2024 (Little)

The Board approved the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum for school year 2023-2024.

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

12.4 CALIFORNIA DASHBOARD LOCAL INDICATORS (Little)

Information only.

12.5 RESOLUTION NO. 22/23-0048 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2023-2024 SPENDING PLAN (Adrianzen)

The Board adopted Resolution No. 22/23-0048 to approve the Education Protection Account (EPA) spending plan for the 2023-2024 school year.

Motion: Martinez Second: Rosario Vote: 5-0

12.6 BUDGET ADOPTION FOR FISCAL YEAR 2023-2024 (Adrianzen)

The Board approved and adopted the District's Budget for fiscal year 2023-2024.

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

12.7 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2023-2024 SCHOOL YEAR (Adrianzen)

The Board approved attendance for the Governing Board and the Superintendent to individually selected conferences/events and other leadership professional development opportunities for the 2023-2024 school year.

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

12.8 GOVERNING BOARD MEMBERSHIP FOR THE 2023-2024 FISCAL YEAR (Potter)

The Board approved Board membership to the California School Boards Association for the 2023-2024 fiscal year.

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

12.9 2022-2023 CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Adrianzen)

Information only.

12.10 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURES T FOR FISCAL YEAR 2021-22 (Adrianzen)

The Board approved the 2021-22 Annual Financial Report for General Obligation Bond Measure T. (*A representative from Wilkinson, Hadley, King & Co., LLP was present to answer questions.*)

Motion: Martinez Second: Rosario Vote: 5-0

12.11 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURES U FOR FISCAL YEAR 2021-22 (Adrianzen)

The Board approved the 2021-22 Annual Financial Report for General Obligation Bond Measure U. (A

representative from Wilkinson, Hadley, King & Co., LLP was present to answer questions.)

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

12.12 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 0000 SERIES (Little)

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 0000 series: Revised Board Policy/Administrative Regulation 0420.4 - Charter School Authorization.

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

12.13 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND EXHIBIT - 3000 SERIES (Adrianzen)

The Board approved the First Reading and Adoption of Revised Board Policies and Exhibit - 3000 series: Revised Board Policy 3555 - Nutrition Program Compliance and Revised Exhibit(1) 3555 - Nutrition Program Compliance.

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

12.14 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES (Olea)

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Revised Board Policy 4030 - Nondiscrimination in Employment and Revised Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

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

12.15 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATIONS - 5000 SERIES (Little)

The Board approved the First Reading and Adoption of Revised Administrative Regulations - 5000 series: Revised Administrative Regulation 5113 - Absences and Excuses, Revised Administrative Regulation 5131.41 - Use of Seclusion and Restraint, Revised Administrative Regulation 5144 - Discipline, Revised Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process and Revised Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

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

12.16 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES (Little)

The Board approved the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Revised Administrative Regulation 6115 - Ceremonies and Observance, Board Policy/Administrative Regulation 6173 - Education for Homeless Children, Board Policy/Administrative 6173.1 - Education for Foster Youth, Revised Board Policy 6177 - Summer Learning Programs.

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

12.17 FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS - 9000 SERIES (Potter)

The Board approved the First Reading and Adoption of Revised Board Bylaws - 9000 series: Revised Board Bylaw 9270 - Conflict of Interest and Revised Board Bylaw 9320 - Meetings and Notices.

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

12.18 WELLNESS SCHOOL ASSESSMENT (Iniguez)
Information only.

13. CONSENT CALENDAR

The Board approved the Consent Calendar.

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

13A. PERSONNEL – CLASSIFIED

LEAVE OF ABSENCE (Olea)

The Board denied the leave of absence without pay for the following as recommended by staff:

13A.1 Instructional Aide Special Education

APPROVE REVISED JOB DESCRIPTION (Olea)

The Board approved the revised job description for the following as recommended by staff:

13A.2 District Translator to District Translator and Interpreter

EMPLOYMENT (Olea)

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

13A.3 Custodian – Ezequiel Sanchez, Willow

13A.4 Instructional Media Resource Aide – Monica Perez, TBD

13B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Olea)

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

13B.1 Resource Specialist - Maricela Banuet, Ocean View Hills/Vista Del Mar

13B.2 Temporary Intervention Support Teacher – Raymond Barrera, Willow

13B.3 Temporary Social Worker – Maria Fortuna, Smythe

13C. CURRICULUM & INSTRUCTION

13C.1 SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2023-2024 SCHOOL YEAR (Little/Ramos)

The Board approved the 2023-2024 School Plans for Student Achievement for La Mirada, Ocean View Hills, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

13C.2 PURCHASE OF ADDITIONAL BENCHMARK ADVANCE MATERIALS FROM BENCHMARK EDUCATION (Little)

The Board approved the purchase of additional Benchmark Advance materials from Benchmark Education at the total cost of \$84,045.00 from the Lottery Restricted fund.

13D. BUSINESS

13D.1 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to

\$30,000 for all other contracts from the various funding sources or at no cost to the district.

13D.2 AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES (Adrianzen)

The Board approved the renewal agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services from July 1, 2023 to June 30, 2026 in an estimated amount of \$700,000.00 from the General fund.

13D.3 AGREEMENT WITH NWEA FOR THE IMPLEMENTATION OF THE MAP READING FLUENCY PROGRAM (Little)

The Board approved the agreement with NWEA for 2023-24 implementation of the MAP Reading Fluency Program for our elementary schools at the total cost of \$46,400.00 from the Learning Recovery Block Grant.

13D.4 REVISED LICENSE SUBSCRIPTIONS FROM RENAISSANCE LEARNING, INC. (Little)

The Board approved the revised 3-year license subscriptions from Renaissance Learning, Inc. at the total cost of \$433,445.30 from the Learning Recovery Block Grant.

13D.5 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION (Little/Madera)

The Board approved the agreement with Orange County Superintendent of Schools for School-Based Medi-Cal Administrative Activities (SMAA) Participation for the 2023-2024 school year. Cost implications will be paid from the School-Based Medi-Cal Administrative Activities (SMAA) fund.

13D.6 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BMR HEALTHCARE SERVICES, INC. FOR 2023-2024 SCHOOL YEAR (Little/Madera)

The Board approved the San Diego County Nonpublic Master Contract with BMR Healthcare Services, Inc. to provide speech services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

13D.7 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC FOR 2023-2024 SCHOOL YEAR (Little/Madera)

The Board approved the San Diego County Nonpublic Master Contract with Ed Theory, LLC to provide

several special education services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

13D.8 SAN DIEGO COUNTY NONPUBLIC SCHOOL MASTER CONTRACT - INTERIM WRITTEN APPROVAL WITH THE INSTITUTE FOR EFFECTIVE EDUCATION - CHILDREN'S WORKSHOP FOR 2023-2024 SCHOOL YEAR (Little/Madera)

The Board approved/ratified the San Diego County Nonpublic Master Contract - Interim Written Approval with The Institute for Effective Education (TIEE) - Children's Workshop to provide Special Education and related services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

13D.9 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT - INTERIM WRITTEN APPROVAL WITH THE STEPPING STONES GROUP, LLC FOR SCHOOL YEAR 2023-2024 (Little/Madera)

The Board approved the San Diego County Nonpublic Master Contract - Interim Written Approval with The Stepping Stones Group for school year 2023-2024, to provide several special education services for students with special needs. Cost implications will be paid from the Special Education fund.

13D.10 SAN DIEGO COUNTY NONPUBLIC SCHOOL MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH BRIDGE THE GAP SPED, LLC FOR SCHOOL YEAR 2023-2024 (Little/Madera)

The Board approved the San Diego County Nonpublic Master Contract – Interim Written Approval with Bridge The Gap Sped, LLC for the school year 2023-2024, to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

13D.11 AGREEMENT WITH BIRCH AGENCY (Little/Madera)

The Board approved the agreement with Birch Agency for the 2023-24 school year to provide speech services students with special needs. Cost implications will be paid from the Special Education fund.

13D.12 AGREEMENT WITH PROCARE THERAPY (Little/Madera)

The Board approved the agreement with ProCare Therapy for the 2023-2024 school year to provide speech services for students with special needs. Cost implications will be paid from the General and/or Special Education funds.

13D.13 AMENDMENT C TO THE FOLLETT SCHOOL SOLUTIONS LLC AGREEMENT
(Adrianzen/Lewis)

The Board approved Amendment C to the Follett School Solutions LLC agreement for the Destiny System renewal and website upgrade at a cost of \$40,599.85 from the General fund.

13D.14 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR (Little)

The Board approved the agreement with the San Diego County Superintendent of Schools for the Reading Recovery Program preparation and certification through the Project CLEAR program during the 2023-24 school year.

13D.15 AGREEMENT WITH CALIFORNIA DEPARTMENT OF EDUCATION FOR THE DRDP ONLINE END USER-SUBJECT-TO QUALIFICATION SOFTWARE LICENSE (Little/Reed)

The Board approved the agreement with the California Department of Education and other California State Agencies for the DRDP Online end user software license.

13D.16 AMENDMENT NO. 4 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL (Iniguez)

The Board approved/ratified Amendment No. 4 to the agreement with Michael Baker International amending the contract total cost to \$61,600.00 to complete the Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and conditions will remain the same. The funding source for these services is the Certificates of Participation Refunding Savings fund.

13D.17 AGREEMENT WITH HOPSKIPDRIVE, INC. (Iniguez) - **PULLED**

Approve the agreement with HopSkipDrive, Inc. to provide transportation services to students with IEPs on an "as needed" basis during the school year 2023-24. Services will be requested only for exceptional situations where there are insufficient drivers available to meet student needs. Cost implications will be paid from the General and/or Special Education funds.

13D.18 AGREEMENT WITH CLEAN CARE SERVICES (Iniguez)

The Board approved the agreement with Clean Care Services to provide carpet cleaning services on an "as-needed" basis at all district-wide facilities during fiscal year 2023-24. Services will be provided only when custodial staff are either not available or would prefer not to accept these extra work opportunities. The cost implication for one-time cleaning for all sites is \$45,500.00 will be paid from the General fund and/or other available funds.

13D.19 MASTER AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR CRITERIA ARCHITECT (Iniguez)

The Board approved the Master Agreement with Davy Architecture, Inc. for professional services to develop design criteria for SYMS (modernization) and the Beyer Community Center in the maximum amount of \$850,000. Cost implications will be paid from the General Obligation Bond funds and/or other available funding sources. Authorize Superintendent and Chief Business Official to approve and execute work authorizations for tasks under this Master Agreement.

13D.20 PURCHASE AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR MIDDLE SCHOOL AMPLIFY ELA CORE MATERIALS (Little)

The Board approved the purchase agreement with Amplify Education, Inc. for the Amplify ELA Core materials for middle school students at the cost of \$46,015.38 from the Lottery Restricted fund.

13D.21 AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING TURN-KEY MANAGEMENT SERVICE (Little)

The Board approved the service agreement with 6crickets for the Expanded Learning Turn-Key Management. Service to support the District’s expanded learning program operations at the cost of \$205,486.00 from the ELO-P fund. This service will be utilized for districts Pathways program to provide an attendance management online portal as well as extracurricular programs wherein district staff are either not available or would prefer to not accept these extra work opportunities.

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

14. ADJOURNMENT Time: 7:30 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 22, 2023
3:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board will be held on Thursday, June 22, 2023 and conducted its business meeting at the **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. **CALL TO ORDER** Who: Pallasigue Time: 3:04 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
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member - *arrived at 3:15 p.m.*
Mr. Antonio Martinez, Member - *arrived at 4:47 p.m.*

3. **FLAG SALUTE** by Rosaleah Pallasigue, Board President

4. **AGENDA**

The board approved the agenda for the meeting.

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

5. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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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 meeting.

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

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

2022-2023 State of the District End of the Year Review

The Superintendent and administrative team members provided the District End of the Year Review presentation and information.

Board President Rosaleah Pallasigie made a motion to adjourn, seconded by Board Vice President Irene Lopez. The vote was 5-0.

7. ADJOURNMENT Time: 5:00 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (619) 428-4476, extension 3022. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION 22/23-0011 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2023-2024 FISCAL YEAR

BACKGROUND INFORMATION:

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

The new rates for 2023-24 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

RECOMMENDATION:

Approve adoption of Resolution No. 23/24-0011 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2023-2024 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

CFD Tax Assessments to Payoff COPs
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

San Ysidro School District
RESOLUTION No. 23/24-0011

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

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

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

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

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

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

BE IT RESOLVED:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2023-2024 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".
- Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.
- Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:
- A. Payment of principal and interest on any outstanding authorized bonded indebtedness.
 - B. Necessary replenishment of bond reserve funds or other reserve funds,
 - C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

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

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

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

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

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

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of July, 2023 by the following vote:

Ayes: ___ Noes: ___ Absent: ___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 23/24-0011 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

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

**San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll**

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

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	45	638-291-45-00	\$0.00	\$0.00
12842	46	638-291-46-00	\$0.00	\$0.00
12842	47	638-291-47-00	\$0.00	\$0.00
12842	48	638-291-48-00	\$0.00	\$0.00
12842	49	638-291-49-00	\$0.00	\$0.00
12842	50	638-291-50-00	\$0.00	\$0.00
12842	51	638-291-51-00	\$0.00	\$0.00
12842	52	638-291-52-00	\$0.00	\$0.00
12842	53	638-291-53-00	\$0.00	\$0.00
12842	54	638-291-54-00	\$0.00	\$0.00
12842	55	638-291-55-00	\$0.00	\$0.00
12842	56	638-291-56-00	\$0.00	\$0.00
12842	57	638-291-57-00	\$0.00	\$0.00
12842	58	638-291-58-00	\$0.00	\$0.00
12842	59	638-291-59-00	\$0.00	\$0.00
12842	60	638-291-60-00	\$0.00	\$0.00
12842	61	638-291-61-00	\$0.00	\$0.00
12842	62	638-291-62-00	\$0.00	\$0.00
12842	63	638-291-63-00	\$0.00	\$0.00
12842	64	638-291-64-00	\$0.00	\$0.00
12842	65	638-291-65-00	\$0.00	\$0.00
12842	66	638-291-66-00	\$0.00	\$0.00
12842	67	638-291-67-00	\$0.00	\$0.00
12842	68	638-291-68-00	\$0.00	\$0.00
12842	69	638-291-69-00	\$0.00	\$0.00
12842	70	638-291-70-00	\$0.00	\$0.00
12842	71	638-291-71-00	\$0.00	\$0.00
12842	72	638-291-72-00	\$0.00	\$0.00
12842	31	638-291-73-00	\$0.00	\$0.00
12842	32	638-291-74-00	\$0.00	\$0.00
13372	1	665-060-01-00	\$0.00	\$0.00
13372	2	665-060-02-00	\$0.00	\$0.00
13372	3	665-060-03-00	\$0.00	\$0.00
13372	4	665-060-04-00	\$0.00	\$0.00
13372	5	665-060-05-00	\$0.00	\$0.00
13372	6	665-060-06-00	\$0.00	\$0.00
13372	7	665-060-07-00	\$0.00	\$0.00
13372	8	665-060-08-00	\$0.00	\$0.00
13372	9	665-060-09-00	\$0.00	\$0.00
13372	10	665-060-10-00	\$0.00	\$0.00
13372	11	665-060-11-00	\$0.00	\$0.00
13372	12	665-060-12-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	13	665-060-13-00	\$0.00	\$0.00
13372	14	665-060-14-00	\$0.00	\$0.00
13372	15	665-060-15-00	\$0.00	\$0.00
13372	16	665-060-16-00	\$0.00	\$0.00
13372	17	665-060-17-00	\$0.00	\$0.00
13372	18	665-060-18-00	\$0.00	\$0.00
13372	19	665-060-19-00	\$0.00	\$0.00
13372	20	665-060-20-00	\$0.00	\$0.00
13372	21	665-060-21-00	\$0.00	\$0.00
13372	22	665-060-22-00	\$0.00	\$0.00
13372	23	665-060-23-00	\$0.00	\$0.00
13372	24	665-060-24-00	\$0.00	\$0.00
13372	25	665-060-25-00	\$0.00	\$0.00
13372	26	665-060-26-00	\$0.00	\$0.00
13372	27	665-060-27-00	\$0.00	\$0.00
13372	28	665-060-28-00	\$1,342.25	\$1,342.24
13372	29	665-060-29-00	\$780.65	\$780.64
13372	30	665-060-30-00	\$1,152.56	\$1,152.56
13372	31	665-060-31-00	\$0.00	\$0.00
13372	32	665-060-32-00	\$0.00	\$0.00
13372	33	665-060-33-00	\$0.00	\$0.00
13372	34	665-060-34-00	\$0.00	\$0.00
13372	35	665-060-35-00	\$0.00	\$0.00
13372	36	665-060-36-00	\$0.00	\$0.00
13372	37	665-060-37-00	\$0.00	\$0.00
13372	38	665-060-38-00	\$0.00	\$0.00
13372	39	665-060-39-00	\$0.00	\$0.00
13372	40	665-060-40-00	\$0.00	\$0.00
13372	41	665-060-41-00	\$0.00	\$0.00
13372	42	665-060-42-00	\$0.00	\$0.00
13372	43	665-060-43-00	\$0.00	\$0.00
13372	44	665-060-44-00	\$0.00	\$0.00
13372	45	665-060-45-00	\$0.00	\$0.00
13372	46	665-060-46-00	\$0.00	\$0.00
13372	47	665-060-47-00	\$1,005.64	\$1,005.62
13372	48	665-060-48-00	\$1,342.25	\$1,342.24
13372	49	665-060-49-00	\$780.65	\$780.64
13372	50	665-060-50-00	\$1,005.64	\$1,005.62
13372	51	665-060-51-00	\$1,005.64	\$1,005.62
13372	52	665-060-52-00	\$1,005.64	\$1,005.62
13372	53	665-060-53-00	\$1,168.59	\$1,168.58
13372	54	665-060-54-00	\$780.65	\$780.64

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	55	665-060-55-00	\$1,005.64	\$1,005.62
13372	56	665-060-56-00	\$0.00	\$0.00
13372	57	665-060-57-00	\$0.00	\$0.00
13372	58	665-060-58-00	\$0.00	\$0.00
13372	59	665-060-59-00	\$0.00	\$0.00
13372	60	665-060-60-00	\$0.00	\$0.00
13372	61	665-060-61-00	\$1,005.64	\$1,005.62
13372	62	665-060-62-00	\$780.65	\$780.64
13372	63	665-060-63-00	\$780.65	\$780.64
13372	64	665-060-64-00	\$1,005.64	\$1,005.62
13372	65	665-060-65-00	\$1,005.64	\$1,005.62
13372	66	665-060-66-00	\$1,005.64	\$1,005.62
13372	67	665-060-67-00	\$780.65	\$780.64
13372	68	665-060-68-00	\$1,005.64	\$1,005.62
13372	69	665-060-69-00	\$780.65	\$780.64
13372	70	665-060-70-00	\$1,005.64	\$1,005.62
13372	71	665-060-71-00	\$1,005.64	\$1,005.62
13372	72	665-060-72-00	\$1,168.59	\$1,168.58
13372	73	665-060-73-00	\$0.00	\$0.00
13372	74	665-060-74-00	\$0.00	\$0.00
13372	75	665-060-75-00	\$0.00	\$0.00
13372	182	665-060-76-00	\$0.00	\$0.00
13372	76	665-061-01-00	\$0.00	\$0.00
13372	77	665-061-02-00	\$0.00	\$0.00
13372	78	665-061-03-00	\$0.00	\$0.00
13372	79	665-061-04-00	\$0.00	\$0.00
13372	80	665-061-05-00	\$0.00	\$0.00
13372	81	665-061-06-00	\$0.00	\$0.00
13372	82	665-061-07-00	\$0.00	\$0.00
13372	83	665-061-08-00	\$0.00	\$0.00
13372	84	665-061-09-00	\$0.00	\$0.00
13372	85	665-061-10-00	\$0.00	\$0.00
13372	86	665-061-11-00	\$0.00	\$0.00
13372	87	665-061-12-00	\$0.00	\$0.00
13372	88	665-061-13-00	\$0.00	\$0.00
13372	89	665-061-14-00	\$0.00	\$0.00
13372	90	665-061-15-00	\$0.00	\$0.00
13372	91	665-061-16-00	\$0.00	\$0.00
13372	92	665-061-17-00	\$0.00	\$0.00
13372	93	665-061-18-00	\$0.00	\$0.00
13372	94	665-061-19-00	\$0.00	\$0.00
13372	95	665-061-20-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	96	665-061-21-00	\$0.00	\$0.00
13372	108	665-061-22-00	\$0.00	\$0.00
13372	109	665-061-23-00	\$0.00	\$0.00
13372	110	665-061-24-00	\$0.00	\$0.00
13372	111	665-061-25-00	\$0.00	\$0.00
13372	112	665-061-26-00	\$0.00	\$0.00
13372	113	665-061-27-00	\$0.00	\$0.00
13372	114	665-061-28-00	\$0.00	\$0.00
13372	115	665-061-29-00	\$0.00	\$0.00
13372	116	665-061-30-00	\$0.00	\$0.00
13372	117	665-061-31-00	\$0.00	\$0.00
13372	1178	665-061-32-00	\$0.00	\$0.00
13372	119	665-061-33-00	\$0.00	\$0.00
13372	120	665-061-34-00	\$0.00	\$0.00
13372	121	665-061-35-00	\$0.00	\$0.00
13372	122	665-061-36-00	\$0.00	\$0.00
13372	123	665-061-37-00	\$0.00	\$0.00
13372	124	665-061-38-00	\$0.00	\$0.00
13372	178	665-061-39-00	\$0.00	\$0.00
13372	97	665-062-01-00	\$0.00	\$0.00
13372	98	665-062-02-00	\$0.00	\$0.00
13372	99	665-062-03-00	\$0.00	\$0.00
13372	100	665-062-04-00	\$0.00	\$0.00
13372	101	665-062-05-00	\$0.00	\$0.00
13372	102	665-062-06-00	\$0.00	\$0.00
13372	103	665-062-07-00	\$0.00	\$0.00
13372	104	665-062-08-00	\$0.00	\$0.00
13372	105	665-062-09-00	\$0.00	\$0.00
13372	106	665-062-10-00	\$0.00	\$0.00
13372	107	665-062-11-00	\$0.00	\$0.00
13372	125	665-062-12-00	\$0.00	\$0.00
13372	126	665-062-13-00	\$0.00	\$0.00
13372	127	665-062-14-00	\$0.00	\$0.00
13372	128	665-062-15-00	\$0.00	\$0.00
13372	129	665-062-16-00	\$0.00	\$0.00
13372	130	665-062-17-00	\$0.00	\$0.00
13372	131	665-062-18-00	\$0.00	\$0.00
13372	132	665-062-19-00	\$0.00	\$0.00
13372	133	665-062-20-00	\$0.00	\$0.00
13372	134	665-062-21-00	\$0.00	\$0.00
13372	135	665-062-22-00	\$0.00	\$0.00
13372	136	665-062-23-00	\$0.00	\$0.00

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	137	665-062-24-00	\$0.00	\$0.00
13372	138	665-062-25-00	\$0.00	\$0.00
13372	139	665-062-26-00	\$0.00	\$0.00
13372	140	665-062-27-00	\$0.00	\$0.00
13372	141	665-062-28-00	\$0.00	\$0.00
13372	142	665-062-29-00	\$0.00	\$0.00
13372	143	665-062-30-00	\$0.00	\$0.00
13372	144	665-062-31-00	\$0.00	\$0.00
13372	145	665-062-32-00	\$0.00	\$0.00
13372	146	665-062-33-00	\$0.00	\$0.00
13372	147	665-062-34-00	\$0.00	\$0.00
13372	148	665-063-01-00	\$0.00	\$0.00
13372	149	665-063-02-00	\$0.00	\$0.00
13372	150	665-063-03-00	\$0.00	\$0.00
13372	151	665-063-04-00	\$0.00	\$0.00
13372	152	665-063-05-00	\$0.00	\$0.00
13372	153	665-063-06-00	\$0.00	\$0.00
13372	154	665-063-07-00	\$0.00	\$0.00
13372	155	665-063-08-00	\$0.00	\$0.00
13372	156	665-063-09-00	\$0.00	\$0.00
13372	157	665-063-10-00	\$0.00	\$0.00
13372	158	665-063-11-00	\$0.00	\$0.00
13372	159	665-063-12-00	\$0.00	\$0.00
13372	160	665-063-13-00	\$0.00	\$0.00
13372	161	665-063-14-00	\$0.00	\$0.00
13372	162	665-063-15-00	\$0.00	\$0.00
13372	163	665-063-16-00	\$0.00	\$0.00
13372	164	665-063-17-00	\$0.00	\$0.00
13372	165	665-063-18-00	\$0.00	\$0.00
13372	166	665-063-19-00	\$0.00	\$0.00
13372	167	665-063-20-00	\$0.00	\$0.00
13372	168	665-063-21-00	\$0.00	\$0.00
13372	169	665-063-22-00	\$0.00	\$0.00
13372	170	665-063-23-00	\$0.00	\$0.00
13372	177	665-063-30-00	\$0.00	\$0.00
13372	177	665-063-31-00	\$0.00	\$0.00
13372	PAR 1	665-063-32-00	\$0.00	\$0.00
13372	PAR 2	665-063-33-00	\$0.00	\$0.00
13372	PAR 3	665-063-34-00	\$0.00	\$0.00
13372	PAR 4	665-063-35-00	\$0.00	\$0.00
13372	PAR 5	665-063-36-00	\$0.00	\$0.00
13372	PAR 6	665-063-37-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	179	665-064-03-00	\$0.00	\$0.00
13372	180	665-064-04-00	\$0.00	\$0.00
13372	181	665-064-05-00	\$0.00	\$0.00
13546	185	665-070-01-00	\$907.50	\$907.48
13546	186	665-070-02-00	\$1,067.10	\$1,067.10
13546	187	665-070-03-00	\$907.50	\$907.48
13546	188	665-070-04-00	\$1,067.10	\$1,067.10
13546	189	665-070-05-00	\$1,222.02	\$1,222.00
13546	190	665-070-06-00	\$907.50	\$907.48
13546	191	665-070-07-00	\$907.50	\$907.48
13546	192	665-070-08-00	\$1,067.10	\$1,067.10
13546	193	665-070-09-00	\$1,222.02	\$1,222.00
13546	194	665-070-10-00	\$1,067.10	\$1,067.10
13546	195	665-070-11-00	\$1,222.02	\$1,222.00
13546	196	665-070-12-00	\$1,222.02	\$1,222.00
13546	197	665-070-13-00	\$1,067.10	\$1,067.10
13546	198	665-070-14-00	\$907.50	\$907.48
13546	256	665-070-15-00	\$1,242.71	\$1,242.70
13546	257	665-070-16-00	\$1,073.12	\$1,073.12
13546	258	665-070-17-00	\$1,242.71	\$1,242.70
13546	259	665-070-18-00	\$959.59	\$959.58
13546	260	665-070-19-00	\$1,242.71	\$1,242.70
13546	261	665-070-20-00	\$1,073.12	\$1,073.12
13546	262	665-070-21-00	\$1,242.71	\$1,242.70
13546	263	665-070-22-00	\$1,073.12	\$1,073.12
13546	264	665-070-23-00	\$959.59	\$959.58
13546	265	665-070-24-00	\$1,073.12	\$1,073.12
13546	266	665-070-25-00	\$1,073.12	\$1,073.12
13546	267	665-070-26-00	\$1,242.71	\$1,242.70
13546	268	665-070-27-00	\$1,073.12	\$1,073.12
13546	269	665-070-28-00	\$959.59	\$959.58
13546	270	665-070-29-00	\$1,242.71	\$1,242.70
13546	275	665-070-30-00	\$1,242.71	\$1,242.70
13546	276	665-070-31-00	\$1,073.12	\$1,073.12
13546	277	665-070-32-00	\$959.59	\$959.58
13546	278	665-070-33-00	\$1,242.71	\$1,242.70
13546	279	665-070-34-00	\$1,073.12	\$1,073.12
13546	280	665-070-35-00	\$1,242.71	\$1,242.70
13546	281	665-070-36-00	\$959.59	\$959.58
13546	282	665-070-37-00	\$959.59	\$959.58
13546	283	665-070-38-00	\$1,073.12	\$1,073.12
13546	284	665-070-39-00	\$1,242.71	\$1,242.70

San Ysidro School District
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	285	665-070-40-00	\$1,073.12	\$1,073.12
13546	286	665-070-41-00	\$959.59	\$959.58
13546	287	665-070-42-00	\$1,073.12	\$1,073.12
13546	288	665-070-43-00	\$1,242.71	\$1,242.70
13546	293	665-070-44-00	\$907.50	\$907.48
13546	294	665-070-45-00	\$1,222.02	\$1,222.00
13546	295	665-070-46-00	\$907.50	\$907.48
13546	296	665-070-47-00	\$1,067.10	\$1,067.10
13546	297	665-070-48-00	\$1,222.02	\$1,222.00
13546	298	665-070-49-00	\$1,222.02	\$1,222.00
13546	299	665-070-50-00	\$1,067.10	\$1,067.10
13546	300	665-070-51-00	\$907.50	\$907.48
13546	301	665-070-52-00	\$1,067.10	\$1,067.10
13546	302	665-070-53-00	\$907.50	\$907.48
13546	303	665-070-54-00	\$1,222.02	\$1,222.00
13546	304	665-070-55-00	\$1,067.10	\$1,067.10
13546	305	665-070-56-00	\$1,222.02	\$1,222.00
13546	306	665-070-57-00	\$907.50	\$907.48
13546	311	665-070-58-00	\$1,222.02	\$1,222.00
13546	312	665-070-59-00	\$907.50	\$907.48
13546	313	665-070-60-00	\$1,067.10	\$1,067.10
13546	314	665-070-61-00	\$1,222.02	\$1,222.00
13546	315	665-070-62-00	\$907.50	\$907.48
13546	316	665-070-63-00	\$1,222.02	\$1,222.00
13546	317	665-070-64-00	\$907.50	\$907.48
13546	318	665-070-65-00	\$907.50	\$907.48
13546	319	665-070-66-00	\$1,067.10	\$1,067.10
13546	320	665-070-67-00	\$907.50	\$907.48
13546	321	665-070-68-00	\$1,067.10	\$1,067.10
13546	322	665-070-69-00	\$907.50	\$907.48
13546	323	665-070-70-00	\$1,222.02	\$1,222.00
13546	324	665-070-71-00	\$1,242.71	\$1,242.70
13546	325	665-070-72-00	\$1,073.12	\$1,073.12
13546	199	665-071-01-00	\$1,222.02	\$1,222.00
13546	200	665-071-02-00	\$1,067.10	\$1,067.10
13546	201	665-071-03-00	\$907.50	\$907.48
13546	202	665-071-04-00	\$1,067.10	\$1,067.10
13546	203	665-071-05-00	\$1,222.02	\$1,222.00
13546	204	665-071-06-00	\$1,067.10	\$1,067.10
13546	205	665-071-07-00	\$907.50	\$907.48
13546	206	665-071-08-00	\$1,222.02	\$1,222.00
13546	207	665-071-09-00	\$1,067.10	\$1,067.10

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Community Facilities District No. 1
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	208	665-071-10-00	\$1,222.02	\$1,222.00
13546	209	665-071-11-00	\$1,067.10	\$1,067.10
13546	210	665-071-12-00	\$1,222.02	\$1,222.00
13546	211	665-071-13-00	\$1,067.10	\$1,067.10
13546	212	665-071-14-00	\$907.50	\$907.48
13546	213	665-071-15-00	\$1,222.02	\$1,222.00
13546	214	665-071-16-00	\$907.50	\$907.48
13546	215	665-071-17-00	\$1,067.10	\$1,067.10
13546	216	665-071-18-00	\$1,222.02	\$1,222.00
13546	217	665-071-19-00	\$1,067.10	\$1,067.10
13546	218	665-071-20-00	\$1,222.02	\$1,222.00
13546	219	665-071-21-00	\$907.50	\$907.48
13546	220	665-071-22-00	\$1,067.10	\$1,067.10
13546	221	665-071-23-00	\$1,222.02	\$1,222.00
13546	222	665-071-24-00	\$1,067.10	\$1,067.10
13546	223	665-071-25-00	\$1,222.02	\$1,222.00
13546	224	665-071-26-00	\$1,067.10	\$1,067.10
13546	225	665-071-27-00	\$907.50	\$907.48
13546	226	665-071-28-00	\$1,067.10	\$1,067.10
13546	227	665-071-29-00	\$907.50	\$907.48
13546	228	665-071-30-00	\$1,067.10	\$1,067.10
13546	229	665-071-31-00	\$1,242.71	\$1,242.70
13546	230	665-071-32-00	\$1,073.12	\$1,073.12
13546	231	665-071-33-00	\$1,242.71	\$1,242.70
13546	232	665-071-34-00	\$1,073.12	\$1,073.12
13546	233	665-071-35-00	\$959.59	\$959.58
13546	234	665-071-36-00	\$1,245.15	\$1,245.14
13546	235	665-071-37-00	\$1,075.21	\$1,075.20
13546	236	665-071-38-00	\$944.92	\$944.90
13546	237	665-071-39-00	\$1,071.11	\$1,071.10
13546	238	665-071-40-00	\$1,223.35	\$1,223.34
13546	239	665-071-41-00	\$1,073.12	\$1,073.12
13546	240	665-071-42-00	\$1,242.71	\$1,242.70
13546	241	665-071-43-00	\$1,073.12	\$1,073.12
13546	242	665-071-44-00	\$959.59	\$959.58
13546	246	665-071-45-00	\$1,242.71	\$1,242.70
13546	244	665-071-46-00	\$1,073.12	\$1,073.12
13546	245	665-071-47-00	\$1,242.71	\$1,242.70
13546	246	665-071-48-00	\$1,073.12	\$1,073.12
13546	247	665-071-49-00	\$1,073.12	\$1,073.12
13546	248	665-071-50-00	\$1,242.71	\$1,242.70
13546	249	665-071-51-00	\$1,073.12	\$1,073.12

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	250	665-071-52-00	\$1,242.71	\$1,242.70
13546	251	665-071-53-00	\$1,073.12	\$1,073.12
13546	252	665-071-54-00	\$959.59	\$959.58
13546	253	665-071-55-00	\$1,073.12	\$1,073.12
13546	254	665-071-56-00	\$1,242.71	\$1,242.70
13546	255	665-071-57-00	\$959.59	\$959.58
13546	271	665-071-58-00	\$959.59	\$959.58
13546	272	665-071-59-00	\$1,073.12	\$1,073.12
13546	273	665-071-60-00	\$1,242.71	\$1,242.70
13546	274	665-071-61-00	\$1,073.12	\$1,073.12
13546	289	665-071-62-00	\$959.59	\$959.58
13546	290	665-071-63-00	\$1,242.71	\$1,242.70
13546	291	665-071-64-00	\$1,067.10	\$1,067.10
13546	292	665-071-65-00	\$1,222.02	\$1,222.00
13546	307	665-071-66-00	\$1,067.10	\$1,067.10
13546	308	665-071-67-00	\$907.50	\$907.48
13546	309	665-071-68-00	\$1,067.10	\$1,067.10
13546	310	665-071-69-00	\$1,222.02	\$1,222.00
13747	326	665-080-01-00	\$1,223.35	\$1,223.34
13747	327	665-080-02-00	\$1,071.11	\$1,071.10
13747	328	665-080-03-00	\$944.92	\$944.90
13747	329	665-080-04-00	\$946.77	\$946.76
13747	330	665-080-05-00	\$1,073.24	\$1,073.22
13747	331	665-080-06-00	\$1,073.24	\$1,073.22
13747	332	665-080-07-00	\$1,225.74	\$1,225.74
13747	333	665-080-08-00	\$946.77	\$946.76
13747	334	665-080-09-00	\$1,073.24	\$1,073.22
13747	335	665-080-10-00	\$1,073.24	\$1,073.22
13747	336	665-080-11-00	\$1,073.24	\$1,073.22
13747	337	665-080-12-00	\$1,225.74	\$1,225.74
13747	338	665-080-13-00	\$944.92	\$944.90
13747	339	665-080-14-00	\$1,071.11	\$1,071.10
13747	340	665-080-15-00	\$1,071.11	\$1,071.10
13747	341	665-080-16-00	\$1,223.35	\$1,223.34
13747	342	665-080-17-00	\$944.92	\$944.90
13747	343	665-080-18-00	\$1,223.35	\$1,223.34
13747	344	665-080-19-00	\$1,071.11	\$1,071.10
13747	345	665-080-20-00	\$1,223.35	\$1,223.34
13747	346	665-080-21-00	\$1,071.11	\$1,071.10
13747	347	665-080-22-00	\$1,071.11	\$1,071.10
13747	348	665-080-23-00	\$944.92	\$944.90
13747	349	665-080-24-00	\$1,223.35	\$1,223.34

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	350	665-080-25-00	\$1,071.11	\$1,071.10
13747	351	665-080-26-00	\$1,223.35	\$1,223.34
13747	352	665-080-27-00	\$944.92	\$944.90
13747	353	665-080-28-00	\$1,223.35	\$1,223.34
13747	354	665-080-29-00	\$1,071.11	\$1,071.10
13747	355	665-080-30-00	\$944.92	\$944.90
13747	356	665-080-31-00	\$1,071.11	\$1,071.10
13747	357	665-080-32-00	\$1,223.35	\$1,223.34
13747	358	665-080-33-00	\$944.92	\$944.90
13747	359	665-080-34-00	\$1,071.11	\$1,071.10
13747	360	665-080-35-00	\$1,223.35	\$1,223.34
13747	361	665-080-36-00	\$1,071.11	\$1,071.10
13747	362	665-080-37-00	\$1,223.35	\$1,223.34
13747	363	665-080-38-00	\$944.92	\$944.90
13747	364	665-080-39-00	\$1,071.11	\$1,071.10
13747	365	665-080-40-00	\$1,223.35	\$1,223.34
13747	366	665-080-41-00	\$944.92	\$944.90
13747	367	665-080-42-00	\$1,071.11	\$1,071.10
13747	368	665-080-43-00	\$1,071.11	\$1,071.10
13747	369	665-080-44-00	\$944.92	\$944.90
13747	370	665-080-45-00	\$1,071.11	\$1,071.10
13747	371	665-080-46-00	\$1,223.35	\$1,223.34
13747	372	665-080-47-00	\$1,071.11	\$1,071.10
13747	373	665-080-48-00	\$1,071.11	\$1,071.10
13747	374	665-080-49-00	\$944.92	\$944.90
13747	375	665-080-50-00	\$1,071.11	\$1,071.10
13747	376	665-080-51-00	\$944.92	\$944.90
13747	377	665-080-52-00	\$1,073.24	\$1,073.22
13747	378	665-080-53-00	\$946.77	\$946.76
13747	379	665-080-54-00	\$946.77	\$946.76
13747	380	665-080-55-00	\$1,073.24	\$1,073.22
13747	381	665-080-56-00	\$946.77	\$946.76
13747	382	665-080-57-00	\$1,225.74	\$1,225.74
13747	383	665-080-58-00	\$946.77	\$946.76
13747	384	665-080-59-00	\$1,073.24	\$1,073.22
13747	385	665-080-60-00	\$1,225.74	\$1,225.74
13747	386	665-080-61-00	\$1,073.24	\$1,073.22
13747	387	665-080-62-00	\$1,073.24	\$1,073.22
13747	388	665-080-63-00	\$946.77	\$946.76
13747	389	665-080-64-00	\$1,225.74	\$1,225.74
13747	390	665-080-65-00	\$1,073.24	\$1,073.22
13747	391	665-080-66-00	\$1,073.24	\$1,073.22

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	392	665-080-67-00	\$1,073.24	\$1,073.22
13747	393	665-080-68-00	\$1,073.24	\$1,073.22
13747	394	665-080-69-00	\$1,073.24	\$1,073.22
13747	395	665-080-70-00	\$1,225.74	\$1,225.74
13747	396	665-080-71-00	\$946.77	\$946.76
13747	397	665-080-72-00	\$1,073.24	\$1,073.22
13747	398	665-080-73-00	\$946.77	\$946.76
13747	399	665-080-74-00	\$1,073.24	\$1,073.22
13747	400	665-080-75-00	\$1,073.24	\$1,073.22
13747	401	665-080-76-00	\$1,073.24	\$1,073.22
13747	402	665-080-77-00	\$1,225.74	\$1,225.74
13747	403	665-080-78-00	\$946.77	\$946.76
13747	404	665-080-79-00	\$1,073.24	\$1,073.22
13747	405	665-080-80-00	\$1,073.24	\$1,073.22
13747	406	665-081-01-00	\$1,242.71	\$1,242.70
13747	407	665-081-02-00	\$1,073.12	\$1,073.12
13747	408	665-081-03-00	\$959.59	\$959.58
13747	409	665-081-04-00	\$1,242.71	\$1,242.70
13747	410	665-081-05-00	\$1,242.71	\$1,242.70
13747	411	665-081-06-00	\$1,073.12	\$1,073.12
13747	412	665-081-07-00	\$1,242.71	\$1,242.70
13747	413	665-081-08-00	\$959.59	\$959.58
13747	414	665-081-09-00	\$1,073.12	\$1,073.12
13747	415	665-081-10-00	\$959.59	\$959.58
13747	416	665-081-11-00	\$1,242.71	\$1,242.70
13747	417	665-081-12-00	\$1,073.12	\$1,073.12
13747	418	665-081-13-00	\$959.59	\$959.58
13747	419	665-081-14-00	\$1,242.71	\$1,242.70
13747	420	665-081-15-00	\$1,073.12	\$1,073.12
13747	421	665-081-16-00	\$1,242.71	\$1,242.70
13747	422	665-081-17-00	\$1,073.12	\$1,073.12
13747	423	665-081-18-00	\$1,242.71	\$1,242.70
13747	424	665-081-19-00	\$1,073.12	\$1,073.12
13747	425	665-081-20-00	\$1,075.21	\$1,075.20
13747	426	665-081-21-00	\$1,245.15	\$1,245.14
13747	427	665-081-22-00	\$1,075.21	\$1,075.20
13747	428	665-081-23-00	\$961.49	\$961.48
13747	429	665-081-24-00	\$1,242.71	\$1,242.70
13747	430	665-081-25-00	\$1,073.12	\$1,073.12
13747	431	665-081-26-00	\$959.59	\$959.58
13747	432	665-081-27-00	\$1,242.71	\$1,242.70
13747	433	665-081-28-00	\$1,073.12	\$1,073.12

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	434	665-081-29-00	\$1,242.71	\$1,242.70
13747	435	665-081-30-00	\$1,073.12	\$1,073.12
13747	436	665-081-31-00	\$959.59	\$959.58
13747	437	665-081-32-00	\$1,242.71	\$1,242.70
13747	438	665-081-33-00	\$1,073.12	\$1,073.12
13747	439	665-081-34-00	\$1,242.71	\$1,242.70
13747	440	665-081-35-00	\$1,073.12	\$1,073.12
13747	441	665-081-36-00	\$1,242.71	\$1,242.70
13747	442	665-081-37-00	\$959.59	\$959.58
13747	443	665-081-38-00	\$1,073.12	\$1,073.12
13747	444	665-081-39-00	\$1,245.15	\$1,245.14
13747	445	665-081-40-00	\$961.49	\$961.48
13747	446	665-081-41-00	\$1,075.21	\$1,075.20
13747	447	665-081-42-00	\$1,245.15	\$1,245.14
13747	448	665-081-43-00	\$1,075.21	\$1,075.20
13747	449	665-081-44-00	\$1,245.15	\$1,245.14
13747	450	665-081-45-00	\$961.49	\$961.48
13747	451	665-081-46-00	\$1,245.15	\$1,245.14
13747	452	665-081-47-00	\$1,075.21	\$1,075.20
13860	1	665-090-01-00	\$1,112.68	\$1,112.66
13860	2	665-090-02-00	\$1,042.45	\$1,042.44
13860	3	665-090-03-00	\$1,112.68	\$1,112.66
13860	4	665-090-04-00	\$1,363.58	\$1,363.56
13860	5	665-090-05-00	\$1,042.45	\$1,042.44
13860	6	665-090-06-00	\$1,363.58	\$1,363.56
13860	7	665-090-07-00	\$1,042.45	\$1,042.44
13860	8	665-090-08-00	\$1,363.58	\$1,363.56
13860	9	665-090-09-00	\$1,112.68	\$1,112.66
13860	10	665-090-10-00	\$1,363.58	\$1,363.56
13860	11	665-090-11-00	\$1,042.45	\$1,042.44
13860	12	665-090-12-00	\$1,112.68	\$1,112.66
13860	13	665-090-13-00	\$1,363.58	\$1,363.56
13860	14	665-090-14-00	\$1,112.68	\$1,112.66
13860	15	665-090-15-00	\$1,363.58	\$1,363.56
13860	16	665-090-16-00	\$1,112.68	\$1,112.66
13860	17	665-090-17-00	\$1,042.45	\$1,042.44
13860	18	665-090-18-00	\$1,363.58	\$1,363.56
13860	19	665-090-19-00	\$1,112.68	\$1,112.66
13860	20	665-090-20-00	\$1,042.45	\$1,042.44
13860	21	665-090-21-00	\$1,112.68	\$1,112.66
13860	22	665-090-22-00	\$1,363.58	\$1,363.56
13860	23	665-090-23-00	\$1,112.68	\$1,112.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	24	665-090-24-00	\$1,363.58	\$1,363.56
13860	25	665-090-25-00	\$1,042.45	\$1,042.44
13860	26	665-090-26-00	\$1,363.58	\$1,363.56
13860	27	665-090-27-00	\$1,042.45	\$1,042.44
13860	28	665-090-28-00	\$1,363.58	\$1,363.56
13860	29	665-090-29-00	\$1,363.58	\$1,363.56
13860	30	665-090-30-00	\$1,112.68	\$1,112.66
13860	31	665-090-31-00	\$1,042.45	\$1,042.44
13860	32	665-090-32-00	\$1,112.68	\$1,112.66
13860	33	665-090-33-00	\$1,363.58	\$1,363.56
13860	34	665-090-34-00	\$1,042.45	\$1,042.44
13860	35	665-090-35-00	\$1,112.68	\$1,112.66
13860	36	665-090-36-00	\$1,363.58	\$1,363.56
13860	37	665-090-37-00	\$1,112.68	\$1,112.66
13860	38	665-090-38-00	\$1,363.58	\$1,363.56
13860	39	665-090-39-00	\$1,112.68	\$1,112.66
13860	40	665-090-40-00	\$1,363.58	\$1,363.56
13860	41	665-090-41-00	\$1,363.58	\$1,363.56
13860	42	665-090-42-00	\$1,042.45	\$1,042.44
13860	43	665-090-43-00	\$1,112.68	\$1,112.66
13860	44	665-090-44-00	\$1,363.58	\$1,363.56
13860	45	665-090-45-00	\$1,042.45	\$1,042.44
13860	46	665-090-46-00	\$1,112.68	\$1,112.66
13860	47	665-090-47-00	\$1,042.45	\$1,042.44
13860	48	665-090-48-00	\$1,363.58	\$1,363.56
13860	49	665-090-49-00	\$1,112.68	\$1,112.66
13860	50	665-090-50-00	\$1,363.58	\$1,363.56
13860	51	665-090-51-00	\$1,112.68	\$1,112.66
13860	52	665-090-52-00	\$1,363.58	\$1,363.56
13860	53	665-090-53-00	\$1,112.68	\$1,112.66
13860	54	665-090-54-00	\$1,042.45	\$1,042.44
13860	55	665-090-55-00	\$1,363.58	\$1,363.56

Total Parcels	578
Total Taxable Parcels	347
Total Maximum Annual Special Tax	\$381,215.45
Total Assigned Special Tax	\$381,211.60

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	\$1,097.56	\$1,097.56
14220	74	631-292-10-02	\$1,097.56	\$1,097.56
14220	74	631-292-10-03	\$1,097.56	\$1,097.56
14220	74	631-292-10-04	\$1,097.56	\$1,097.56
14220	74	631-292-10-05	\$1,097.56	\$1,097.56
14220	74	631-292-10-06	\$1,097.56	\$1,097.56
14220	74	631-292-10-07	\$1,097.56	\$1,097.56
14220	74	631-292-10-08	\$1,097.56	\$1,097.56
14220	74	631-292-10-09	\$1,097.56	\$1,097.56
14220	74	631-292-10-10	\$1,097.56	\$1,097.56
14220	74	631-292-10-11	\$1,097.56	\$1,097.56
14220	74	631-292-10-12	\$1,097.56	\$1,097.56
14220	74	631-292-10-13	\$1,097.56	\$1,097.56
14220	74	631-292-10-14	\$1,097.56	\$1,097.56
14220	74	631-292-10-15	\$1,097.56	\$1,097.56
14220	74	631-292-10-16	\$1,097.56	\$1,097.56
14220	74	631-292-10-17	\$1,097.56	\$1,097.56
14220	74	631-292-10-18	\$1,097.56	\$1,097.56
14220	74	631-292-10-19	\$1,097.56	\$1,097.56
14220	74	631-292-10-20	\$1,097.56	\$1,097.56
14220	74	631-292-10-21	\$1,097.56	\$1,097.56
14220	74	631-292-10-22	\$1,097.56	\$1,097.56
14220	74	631-292-10-23	\$1,097.56	\$1,097.56
14220	74	631-292-10-24	\$1,097.56	\$1,097.56
14220	74	631-292-10-25	\$1,097.56	\$1,097.56
14220	74	631-292-10-26	\$1,097.56	\$1,097.56
14220	74	631-292-10-27	\$1,097.56	\$1,097.56
14220	74	631-292-10-28	\$1,097.56	\$1,097.56
14220	74	631-292-11-01	\$1,097.56	\$1,097.56
14220	74	631-292-11-02	\$1,097.56	\$1,097.56
14220	74	631-292-11-03	\$1,097.56	\$1,097.56
14220	74	631-292-11-04	\$1,097.56	\$1,097.56
14220	74	631-292-11-05	\$1,097.56	\$1,097.56
14220	74	631-292-11-06	\$1,097.56	\$1,097.56
14220	74	631-292-11-07	\$1,097.56	\$1,097.56
14220	74	631-292-11-08	\$1,097.56	\$1,097.56
14220	74	631-292-11-09	\$1,097.56	\$1,097.56
14220	74	631-292-11-10	\$1,097.56	\$1,097.56
14220	74	631-292-11-11	\$1,097.56	\$1,097.56
14220	74	631-292-11-12	\$1,097.56	\$1,097.56
14220	74	631-292-11-13	\$1,097.56	\$1,097.56
14220	74	631-292-11-14	\$1,097.56	\$1,097.56
14220	74	631-292-11-15	\$1,097.56	\$1,097.56
14220	74	631-292-11-16	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-17	\$1,097.56	\$1,097.56
14220	74	631-292-11-18	\$1,097.56	\$1,097.56
14220	74	631-292-11-19	\$1,097.56	\$1,097.56
14220	74	631-292-11-20	\$1,097.56	\$1,097.56
14220	74	631-292-11-21	\$1,097.56	\$1,097.56
14220	74	631-292-11-22	\$1,097.56	\$1,097.56
14220	74	631-292-11-23	\$1,097.56	\$1,097.56
14220	74	631-292-11-24	\$1,097.56	\$1,097.56
14220	74	631-292-11-25	\$1,097.56	\$1,097.56
14220	74	631-292-11-26	\$1,097.56	\$1,097.56
14220	74	631-292-12-01	\$1,097.56	\$1,097.56
14220	74	631-292-12-02	\$1,097.56	\$1,097.56
14220	74	631-292-12-03	\$1,097.56	\$1,097.56
14220	74	631-292-12-04	\$1,097.56	\$1,097.56
14220	74	631-292-12-05	\$1,097.56	\$1,097.56
14220	74	631-292-12-06	\$1,097.56	\$1,097.56
14220	74	631-292-12-07	\$1,097.56	\$1,097.56
14220	74	631-292-12-08	\$1,097.56	\$1,097.56
14220	74	631-292-12-09	\$1,097.56	\$1,097.56
14220	74	631-292-12-10	\$1,097.56	\$1,097.56
14220	74	631-292-12-11	\$1,097.56	\$1,097.56
14220	74	631-292-12-12	\$1,097.56	\$1,097.56
14220	74	631-292-12-13	\$1,097.56	\$1,097.56
14220	74	631-292-12-14	\$1,097.56	\$1,097.56
14220	74	631-292-12-15	\$1,097.56	\$1,097.56
14220	74	631-292-12-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-08	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-13-10	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-08	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-10	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-11	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-12	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-13	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-14	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-15	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-17	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-18	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-19	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-20	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-21	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-22	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-23	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-24	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-25	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-14-26	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-08	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-10	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-11	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-12	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-13	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-14	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-15	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-17	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-18	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-19	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-20	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-21	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-22	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-23	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-24	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-25	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-15-26	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-16-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-08	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-10	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-11	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-12	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-13	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-14	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-15	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-17	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-18	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-19	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-20	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-21	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-22	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-23	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-24	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-25	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-26	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-27	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-28	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-29	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-30	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-31	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-32	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-33	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-16-34	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-08	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-10	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-11	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-12	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-13	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-14	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-15	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-17	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-18	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-19	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-20	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-21	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-22	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-23	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-24	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-25	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-26	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-27	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-28	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-29	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-30	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-31	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-32	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-33	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-18-34	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-01	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-02	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-03	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-04	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-05	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-06	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-07	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-08	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-09	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-10	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-11	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-12	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-13	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-14	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-15	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-16	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-17	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-18	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-19	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-20	\$1,097.56	\$1,097.56

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-21	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-22	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-23	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-24	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-25	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-26	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-27	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-28	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-29	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-30	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-31	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-32	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-33	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-34	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-35	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-36	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-37	\$1,097.56	\$1,097.56
19291	PAR 1	631-292-19-38	\$1,097.56	\$1,097.56
13730	1	638-300-01-00	\$1,072.77	\$1,072.76
13730	2	638-300-02-00	\$1,072.77	\$1,072.76
13730	3	638-300-03-00	\$1,072.77	\$1,072.76
13730	4	638-300-04-00	\$1,072.77	\$1,072.76
13730	5	638-300-05-00	\$1,072.77	\$1,072.76
13730	6	638-300-06-00	\$1,072.77	\$1,072.76
13730	7	638-300-07-00	\$1,072.77	\$1,072.76
13730	8	638-300-08-00	\$1,072.77	\$1,072.76
13730	9	638-300-09-00	\$1,072.77	\$1,072.76
13730	10	638-300-10-00	\$1,072.77	\$1,072.76
13730	11	638-300-11-00	\$1,072.77	\$1,072.76
13730	12	638-300-12-00	\$1,072.77	\$1,072.76
13730	13	638-300-13-00	\$1,072.77	\$1,072.76
13730	14	638-300-14-00	\$1,072.77	\$1,072.76
13730	15	638-300-15-00	\$1,072.77	\$1,072.76
13730	16	638-300-16-00	\$1,072.77	\$1,072.76
13730	17	638-300-17-00	\$1,072.77	\$1,072.76
13730	18	638-300-18-00	\$1,072.77	\$1,072.76
13730	36	638-300-19-00	\$1,072.77	\$1,072.76
13730	37	638-300-20-00	\$1,072.77	\$1,072.76
13730	38	638-300-21-00	\$1,072.77	\$1,072.76
13730	39	638-300-22-00	\$1,072.77	\$1,072.76
13730	40	638-300-23-00	\$1,072.77	\$1,072.76
13730	41	638-300-24-00	\$1,072.77	\$1,072.76
13730	42	638-300-25-00	\$1,072.77	\$1,072.76
13730	43	638-300-26-00	\$1,072.77	\$1,072.76

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	44	638-300-27-00	\$1,072.77	\$1,072.76
13730	45	638-300-28-00	\$1,072.77	\$1,072.76
13730	46	638-300-29-00	\$1,072.77	\$1,072.76
13730	54	638-300-30-00	\$0.00	\$0.00
13730	C	638-300-31-00	\$0.00	\$0.00
13730	19	638-301-01-00	\$1,072.77	\$1,072.76
13730	20	638-301-02-00	\$1,072.77	\$1,072.76
13730	21	638-301-03-00	\$1,072.77	\$1,072.76
13730	22	638-301-04-00	\$1,072.77	\$1,072.76
13730	23	638-301-05-00	\$1,072.77	\$1,072.76
13730	24	638-301-06-00	\$1,072.77	\$1,072.76
13730	25	638-301-07-00	\$1,072.77	\$1,072.76
13730	26	638-301-08-00	\$1,072.77	\$1,072.76
13730	27	638-301-09-00	\$1,072.77	\$1,072.76
13730	28	638-301-10-00	\$1,072.77	\$1,072.76
13730	29	638-301-11-00	\$1,072.77	\$1,072.76
13730	30	638-301-12-00	\$1,074.22	\$1,074.22
13730	31	638-301-13-00	\$1,074.22	\$1,074.22
13730	32	638-301-14-00	\$1,074.22	\$1,074.22
13730	33	638-301-15-00	\$1,074.22	\$1,074.22
13730	34	638-301-16-00	\$1,074.22	\$1,074.22
13730	35	638-301-17-00	\$1,074.22	\$1,074.22
13730	47	638-301-18-00	\$1,072.77	\$1,072.76
13730	48	638-301-19-00	\$1,072.77	\$1,072.76
13730	49	638-301-20-00	\$1,072.77	\$1,072.76
13730	50	638-301-21-00	\$1,072.77	\$1,072.76
13730	51	638-301-22-00	\$1,075.30	\$1,075.30
13730	52	638-301-23-00	\$1,074.22	\$1,074.22
13730	53	638-301-24-00	\$1,074.22	\$1,074.22
13730	A	638-301-25-00	\$0.00	\$0.00
13730	B	638-301-26-00	\$0.00	\$0.00
13730	D	638-301-27-00	\$0.00	\$0.00
13730	E	638-301-28-00	\$0.00	\$0.00
13730	F	638-301-29-00	\$0.00	\$0.00
14277	1	638-310-01-00	\$1,075.30	\$1,075.30
14277	2	638-310-02-00	\$1,075.30	\$1,075.30
14277	3	638-310-03-00	\$1,075.30	\$1,075.30
14277	4	638-310-04-00	\$1,075.30	\$1,075.30
14277	5	638-310-05-00	\$1,075.30	\$1,075.30
14277	6	638-310-06-00	\$1,075.30	\$1,075.30
14277	7	638-310-07-00	\$1,075.30	\$1,075.30
14277	8	638-310-08-00	\$1,075.30	\$1,075.30
14277	9	638-310-09-00	\$1,075.30	\$1,075.30
14277	10	638-310-10-00	\$1,075.30	\$1,075.30

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	11	638-310-11-00	\$1,075.30	\$1,075.30
14277	12	638-310-12-00	\$1,075.30	\$1,075.30
14277	13	638-310-13-00	\$1,075.30	\$1,075.30
14277	14	638-310-14-00	\$1,075.30	\$1,075.30
14277	15	638-310-15-00	\$1,075.30	\$1,075.30
14277	16	638-310-16-00	\$1,075.30	\$1,075.30
14277	17	638-310-17-00	\$1,075.30	\$1,075.30
14277	18	638-310-18-00	\$1,075.30	\$1,075.30
14277	19	638-310-19-00	\$1,075.30	\$1,075.30
14277	20	638-310-20-00	\$1,075.30	\$1,075.30
14277	23	638-310-23-00	\$1,075.30	\$1,075.30
14277	24	638-310-24-00	\$1,075.30	\$1,075.30
14277	25	638-310-25-00	\$1,075.30	\$1,075.30
14277	26	638-310-26-00	\$1,075.30	\$1,075.30
14277	27	638-310-27-00	\$1,075.30	\$1,075.30
14277	28	638-310-28-00	\$1,075.30	\$1,075.30
14277	29	638-310-29-00	\$1,075.30	\$1,075.30
14277	30	638-310-30-00	\$1,075.30	\$1,075.30
14277	31	638-310-31-00	\$1,075.30	\$1,075.30
14277	32	638-310-32-00	\$1,075.30	\$1,075.30
14277	33	638-310-33-00	\$1,075.30	\$1,075.30
14277	34	638-310-34-00	\$1,075.30	\$1,075.30
14277	35	638-310-35-00	\$1,075.30	\$1,075.30
14277	36	638-310-36-00	\$1,075.30	\$1,075.30
14277	37	638-310-37-00	\$1,075.30	\$1,075.30
14277	38	638-310-38-00	\$1,075.30	\$1,075.30
14277	39	638-310-39-00	\$1,168.03	\$1,168.02
14277	40	638-310-40-00	\$1,075.30	\$1,075.30
14277	41	638-310-41-00	\$1,075.30	\$1,075.30
14277	42	638-310-42-00	\$1,075.30	\$1,075.30
14277	43	638-310-43-00	\$1,075.30	\$1,075.30
14277	A	638-310-44-00	\$0.00	\$0.00
14277	PAR 1	638-310-45-00	\$1,075.30	\$1,075.30
14277	PAR 2	638-310-46-00	\$1,075.30	\$1,075.30
14460	1	638-320-01-00	\$1,075.30	\$1,075.30
14460	2	638-320-02-00	\$1,075.30	\$1,075.30
14460	3	638-320-03-00	\$1,075.30	\$1,075.30
14460	4	638-320-04-00	\$1,075.30	\$1,075.30
14460	5	638-320-05-00	\$1,075.30	\$1,075.30
14460	6	638-320-06-00	\$1,075.30	\$1,075.30
14460	7	638-320-07-00	\$1,075.30	\$1,075.30
14460	8	638-320-08-00	\$1,075.30	\$1,075.30
14460	9	638-320-09-00	\$1,075.30	\$1,075.30
14460	10	638-320-10-00	\$1,075.30	\$1,075.30

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	11	638-320-11-00	\$1,075.30	\$1,075.30
14460	12	638-320-12-00	\$1,075.30	\$1,075.30
14460	13	638-320-13-00	\$1,075.30	\$1,075.30
14460	14	638-320-14-00	\$1,075.30	\$1,075.30
14460	15	638-320-15-00	\$1,097.56	\$1,097.56
14460	16	638-320-16-00	\$1,097.56	\$1,097.56
14460	17	638-320-17-00	\$1,097.56	\$1,097.56
14460	18	638-320-18-00	\$1,097.56	\$1,097.56
14460	19	638-320-19-00	\$1,097.56	\$1,097.56
14460	20	638-320-20-00	\$1,097.56	\$1,097.56
14460	21	638-320-21-00	\$1,097.56	\$1,097.56
14460	22	638-320-22-00	\$1,097.56	\$1,097.56
14460	23	638-320-23-00	\$1,097.56	\$1,097.56
14460	24	638-320-24-00	\$1,097.56	\$1,097.56
14460	25	638-320-25-00	\$1,097.56	\$1,097.56
14460	26	638-320-26-00	\$1,097.56	\$1,097.56
14460	27	638-320-27-00	\$1,097.56	\$1,097.56
14460	28	638-320-28-00	\$1,097.56	\$1,097.56
14460	29	638-320-29-00	\$1,097.56	\$1,097.56
14460	30	638-320-30-00	\$1,097.56	\$1,097.56
14460	31	638-320-31-00	\$1,097.56	\$1,097.56
14460	82	638-320-32-00	\$1,097.56	\$1,097.56
14460	83	638-320-33-00	\$1,097.56	\$1,097.56
14460	84	638-320-34-00	\$1,097.56	\$1,097.56
14460	85	638-320-35-00	\$1,097.56	\$1,097.56
14460	86	638-320-36-00	\$1,097.56	\$1,097.56
14460	87	638-320-37-00	\$1,097.56	\$1,097.56
14460	88	638-320-38-00	\$1,097.56	\$1,097.56
14460	A	638-320-39-00	\$0.00	\$0.00
14460	B	638-320-40-00	\$0.00	\$0.00
14460	C	638-320-41-00	\$0.00	\$0.00
14460	32	638-321-01-00	\$1,097.56	\$1,097.56
14460	33	638-321-02-00	\$1,097.56	\$1,097.56
14460	34	638-321-03-00	\$1,097.56	\$1,097.56
14460	35	638-321-04-00	\$1,097.56	\$1,097.56
14460	36	638-321-05-00	\$1,097.56	\$1,097.56
14460	37	638-321-06-00	\$1,097.56	\$1,097.56
14460	38	638-321-07-00	\$1,097.56	\$1,097.56
14460	39	638-321-08-00	\$1,097.56	\$1,097.56
14460	40	638-321-09-00	\$1,097.56	\$1,097.56
14460	41	638-321-10-00	\$1,097.56	\$1,097.56
14460	42	638-321-11-00	\$1,097.56	\$1,097.56
14460	43	638-321-12-00	\$1,097.56	\$1,097.56
14460	44	638-321-13-00	\$1,097.56	\$1,097.56

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	45	638-321-14-00	\$1,097.56	\$1,097.56
14460	46	638-321-15-00	\$1,097.56	\$1,097.56
14460	47	638-321-16-00	\$1,097.56	\$1,097.56
14460	48	638-321-17-00	\$1,097.56	\$1,097.56
14460	49	638-321-18-00	\$1,097.56	\$1,097.56
14460	50	638-321-19-00	\$1,097.56	\$1,097.56
14460	51	638-321-20-00	\$1,097.56	\$1,097.56
14460	52	638-321-21-00	\$1,097.56	\$1,097.56
14460	53	638-321-22-00	\$1,097.56	\$1,097.56
14460	54	638-321-23-00	\$1,097.56	\$1,097.56
14460	55	638-321-24-00	\$1,097.56	\$1,097.56
14460	56	638-321-25-00	\$1,097.56	\$1,097.56
14460	57	638-321-26-00	\$1,097.56	\$1,097.56
14460	58	638-321-27-00	\$1,097.56	\$1,097.56
14460	59	638-321-28-00	\$1,097.56	\$1,097.56
14460	60	638-321-29-00	\$1,097.56	\$1,097.56
14460	61	638-321-30-00	\$1,097.56	\$1,097.56
14460	62	638-321-31-00	\$1,097.56	\$1,097.56
14460	63	638-321-32-00	\$1,097.56	\$1,097.56
14460	64	638-321-33-00	\$1,097.56	\$1,097.56
14460	65	638-321-34-00	\$1,097.56	\$1,097.56
14460	66	638-321-35-00	\$1,097.56	\$1,097.56
14460	67	638-321-36-00	\$1,097.56	\$1,097.56
14460	68	638-321-37-00	\$1,097.56	\$1,097.56
14460	69	638-321-38-00	\$1,097.56	\$1,097.56
14460	70	638-321-39-00	\$1,097.56	\$1,097.56
14460	71	638-321-40-00	\$1,097.56	\$1,097.56
14460	72	638-321-41-00	\$1,097.56	\$1,097.56
14460	73	638-321-42-00	\$1,097.56	\$1,097.56
14460	74	638-321-43-00	\$1,097.56	\$1,097.56
14460	75	638-321-44-00	\$1,097.56	\$1,097.56
14460	76	638-321-45-00	\$1,097.56	\$1,097.56
14460	77	638-321-46-00	\$1,097.56	\$1,097.56
14460	78	638-321-47-00	\$1,097.56	\$1,097.56
14460	79	638-321-48-00	\$1,097.56	\$1,097.56
14460	80	638-321-49-00	\$1,097.56	\$1,097.56
14460	81	638-321-50-00	\$1,097.56	\$1,097.56
14460	D	638-321-51-00	\$0.00	\$0.00
14460	E	638-321-52-00	\$0.00	\$0.00
14775	A	645-042-01-00	\$0.00	\$0.00
14775	L	645-042-02-00	\$0.00	\$0.00
14775	M	645-042-03-00	\$0.00	\$0.00
14775	O	645-042-04-00	\$0.00	\$0.00
14775	P	645-042-05-00	\$0.00	\$0.00

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14775	V	645-042-07-00	\$0.00	\$0.00
14775	X	645-042-08-00	\$0.00	\$0.00
14775	Y	645-042-09-00	\$0.00	\$0.00
14775	Z	645-042-10-00	\$0.00	\$0.00
14519	1	645-320-01-00	\$1,168.03	\$1,168.02
14519	2	645-320-02-00	\$1,168.03	\$1,168.02
14519	3	645-320-03-00	\$1,168.03	\$1,168.02
14519	4	645-320-04-00	\$1,168.03	\$1,168.02
14519	5	645-320-05-00	\$1,168.03	\$1,168.02
14519	6	645-320-06-00	\$1,168.03	\$1,168.02
14519	7	645-320-07-00	\$1,168.03	\$1,168.02
14519	8	645-320-08-00	\$1,168.03	\$1,168.02
14519	9	645-320-09-00	\$1,168.03	\$1,168.02
14519	10	645-320-10-00	\$1,168.03	\$1,168.02
14519	11	645-320-11-00	\$1,168.03	\$1,168.02
14519	12	645-320-12-00	\$1,168.03	\$1,168.02
14519	13	645-320-13-00	\$1,168.03	\$1,168.02
14519	14	645-320-14-00	\$1,168.03	\$1,168.02
14519	15	645-320-15-00	\$1,168.03	\$1,168.02
14519	16	645-320-16-00	\$1,168.03	\$1,168.02
14519	17	645-320-17-00	\$1,168.03	\$1,168.02
14519	18	645-320-18-00	\$1,168.03	\$1,168.02
14519	19	645-320-19-00	\$1,168.03	\$1,168.02
14519	20	645-320-20-00	\$1,168.03	\$1,168.02
14519	21	645-320-21-00	\$1,168.03	\$1,168.02
14519	22	645-320-22-00	\$1,168.03	\$1,168.02
14519	23	645-320-23-00	\$1,168.03	\$1,168.02
14519	24	645-320-24-00	\$1,168.03	\$1,168.02
14519	25	645-320-25-00	\$1,168.03	\$1,168.02
14519	26	645-320-26-00	\$1,168.03	\$1,168.02
14519	27	645-320-27-00	\$1,097.56	\$1,097.56
14519	28	645-320-28-00	\$1,097.56	\$1,097.56
14519	29	645-320-29-00	\$1,097.56	\$1,097.56
14519	30	645-320-30-00	\$1,097.56	\$1,097.56
14519	31	645-320-31-00	\$1,097.56	\$1,097.56
14519	32	645-320-32-00	\$1,097.56	\$1,097.56
14519	33	645-320-33-00	\$1,097.56	\$1,097.56
14519	34	645-320-34-00	\$1,097.56	\$1,097.56
14519	35	645-320-35-00	\$1,097.56	\$1,097.56
14519	36	645-320-36-00	\$1,097.56	\$1,097.56
14519	37	645-320-37-00	\$1,097.56	\$1,097.56
14519	38	645-320-38-00	\$1,097.56	\$1,097.56
14519	39	645-320-39-00	\$1,097.56	\$1,097.56
14519	40	645-320-40-00	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	41	645-320-41-00	\$1,097.56	\$1,097.56
14519	42	645-320-42-00	\$1,097.56	\$1,097.56
14519	43	645-320-43-00	\$1,097.56	\$1,097.56
14519	44	645-320-44-00	\$1,097.56	\$1,097.56
14519	45	645-320-45-00	\$1,097.56	\$1,097.56
14519	46	645-320-46-00	\$1,097.56	\$1,097.56
14519	47	645-320-47-00	\$1,097.56	\$1,097.56
14519	48	645-320-48-00	\$1,097.56	\$1,097.56
14519	49	645-320-49-00	\$1,097.56	\$1,097.56
14519	50	645-320-50-00	\$1,097.56	\$1,097.56
14519	51	645-320-51-00	\$1,097.56	\$1,097.56
14519	52	645-320-52-00	\$1,097.56	\$1,097.56
14519	53	645-320-53-00	\$1,097.56	\$1,097.56
14519	54	645-320-54-00	\$1,097.56	\$1,097.56
14519	55	645-320-55-00	\$1,097.56	\$1,097.56
14519	56	645-320-56-00	\$1,097.56	\$1,097.56
14519	57	645-320-57-00	\$1,097.56	\$1,097.56
14519	58	645-320-58-00	\$1,097.56	\$1,097.56
14519	59	645-320-59-00	\$1,097.56	\$1,097.56
14519	60	645-320-60-00	\$1,097.56	\$1,097.56
14519	61	645-320-61-00	\$1,097.56	\$1,097.56
14519	62	645-320-62-00	\$1,168.03	\$1,168.02
14519	63	645-320-63-00	\$1,168.03	\$1,168.02
14519	64	645-320-64-00	\$1,168.03	\$1,168.02
14519	65	645-320-65-00	\$1,168.03	\$1,168.02
14519	66	645-320-66-00	\$1,168.03	\$1,168.02
14519	67	645-320-67-00	\$1,168.03	\$1,168.02
14519	68	645-320-68-00	\$1,168.03	\$1,168.02
14519	69	645-320-69-00	\$1,168.03	\$1,168.02
14519	70	645-320-70-00	\$1,168.03	\$1,168.02
14519	A	645-320-71-00	\$0.00	\$0.00
14519	B	645-320-72-00	\$0.00	\$0.00
14519	C	645-320-73-00	\$0.00	\$0.00
14671	1	645-330-01-00	\$1,168.03	\$1,168.02
14671	2	645-330-02-00	\$1,097.56	\$1,097.56
14671	3	645-330-03-00	\$1,097.56	\$1,097.56
14671	4	645-330-04-00	\$1,097.56	\$1,097.56
14671	5	645-330-05-00	\$1,097.56	\$1,097.56
14671	6	645-330-06-00	\$1,097.56	\$1,097.56
14671	7	645-330-07-00	\$1,097.56	\$1,097.56
14671	8	645-330-08-00	\$1,097.56	\$1,097.56
14671	9	645-330-09-00	\$1,097.56	\$1,097.56
14671	10	645-330-10-00	\$1,097.56	\$1,097.56
14671	11	645-330-11-00	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	12	645-330-12-00	\$1,097.56	\$1,097.56
14671	13	645-330-13-00	\$1,097.56	\$1,097.56
14671	14	645-330-14-00	\$1,097.56	\$1,097.56
14671	15	645-330-15-00	\$1,097.56	\$1,097.56
14671	16	645-330-16-00	\$1,097.56	\$1,097.56
14671	17	645-330-17-00	\$1,097.56	\$1,097.56
14671	18	645-330-18-00	\$1,097.56	\$1,097.56
14671	19	645-330-19-00	\$1,097.56	\$1,097.56
14671	20	645-330-20-00	\$1,097.56	\$1,097.56
14671	21	645-330-21-00	\$1,097.56	\$1,097.56
14671	22	645-330-22-00	\$1,097.56	\$1,097.56
14671	23	645-330-23-00	\$1,097.56	\$1,097.56
14671	24	645-330-24-00	\$1,097.56	\$1,097.56
14671	25	645-330-25-00	\$1,097.56	\$1,097.56
14671	26	645-330-26-00	\$1,097.56	\$1,097.56
14671	27	645-330-27-00	\$1,097.56	\$1,097.56
14671	28	645-330-28-00	\$1,097.56	\$1,097.56
14671	29	645-330-29-00	\$1,097.56	\$1,097.56
14671	30	645-330-30-00	\$1,097.56	\$1,097.56
14671	31	645-330-31-00	\$1,097.56	\$1,097.56
14671	32	645-330-32-00	\$1,097.56	\$1,097.56
14671	33	645-330-33-00	\$1,097.56	\$1,097.56
14671	34	645-330-34-00	\$1,097.56	\$1,097.56
14671	35	645-330-35-00	\$1,097.56	\$1,097.56
14671	36	645-330-36-00	\$1,097.56	\$1,097.56
14671	37	645-330-37-00	\$1,097.56	\$1,097.56
14671	38	645-330-38-00	\$1,097.56	\$1,097.56
14671	39	645-330-39-00	\$1,097.56	\$1,097.56
14671	40	645-330-40-00	\$1,097.56	\$1,097.56
14671	41	645-330-41-00	\$1,097.56	\$1,097.56
14671	42	645-330-42-00	\$1,097.56	\$1,097.56
14671	43	645-330-43-00	\$1,097.56	\$1,097.56
14671	44	645-330-44-00	\$1,097.56	\$1,097.56
14671	45	645-330-45-00	\$1,097.56	\$1,097.56
14671	46	645-330-46-00	\$1,097.56	\$1,097.56
14671	47	645-330-47-00	\$1,097.56	\$1,097.56
14671	48	645-330-48-00	\$1,097.56	\$1,097.56
14671	49	645-330-49-00	\$1,097.56	\$1,097.56
14671	50	645-330-50-00	\$1,097.56	\$1,097.56
14671	51	645-330-51-00	\$1,097.56	\$1,097.56
14671	52	645-330-52-00	\$1,097.56	\$1,097.56
14671	53	645-330-53-00	\$1,097.56	\$1,097.56
14671	54	645-330-54-00	\$1,097.56	\$1,097.56
14671	55	645-330-55-00	\$1,097.56	\$1,097.56

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	56	645-330-56-00	\$1,097.56	\$1,097.56
14671	57	645-330-57-00	\$1,097.56	\$1,097.56
14671	58	645-330-58-00	\$1,097.56	\$1,097.56
14671	59	645-330-59-00	\$1,097.56	\$1,097.56
14671	A	645-330-60-00	\$0.00	\$0.00
14755	1	645-350-01-00	\$1,168.03	\$1,168.02
14755	2	645-350-02-00	\$1,168.03	\$1,168.02
14755	3	645-350-03-00	\$1,168.03	\$1,168.02
14755	4	645-350-04-00	\$1,168.03	\$1,168.02
14755	5	645-350-05-00	\$1,168.03	\$1,168.02
14755	6	645-350-06-00	\$1,168.03	\$1,168.02
14755	7	645-350-07-00	\$1,168.03	\$1,168.02
14755	8	645-350-08-00	\$1,168.03	\$1,168.02
14755	9	645-350-09-00	\$1,168.03	\$1,168.02
14755	10	645-350-10-00	\$1,168.03	\$1,168.02
14755	11	645-350-11-00	\$1,168.03	\$1,168.02
14755	12	645-350-12-00	\$1,168.03	\$1,168.02
14755	13	645-350-13-00	\$1,168.03	\$1,168.02
14755	14	645-350-14-00	\$1,168.03	\$1,168.02
14755	15	645-350-15-00	\$1,168.03	\$1,168.02
14755	16	645-350-16-00	\$1,168.03	\$1,168.02
14755	17	645-350-17-00	\$1,168.03	\$1,168.02
14755	18	645-350-18-00	\$1,168.03	\$1,168.02
14755	19	645-350-19-00	\$1,168.03	\$1,168.02
14755	20	645-350-20-00	\$1,168.03	\$1,168.02
14755	21	645-350-21-00	\$1,168.03	\$1,168.02
14755	22	645-350-22-00	\$1,168.03	\$1,168.02
14755	23	645-350-23-00	\$1,168.03	\$1,168.02
14755	24	645-350-24-00	\$1,168.03	\$1,168.02
14755	25	645-350-25-00	\$1,168.03	\$1,168.02
14755	26	645-350-26-00	\$1,168.03	\$1,168.02
14755	27	645-350-27-00	\$1,168.03	\$1,168.02
14755	28	645-350-28-00	\$1,168.03	\$1,168.02
14755	29	645-350-29-00	\$1,168.03	\$1,168.02
14755	30	645-350-30-00	\$1,168.03	\$1,168.02
14755	31	645-350-31-00	\$1,168.03	\$1,168.02
14755	32	645-350-32-00	\$1,168.03	\$1,168.02
14755	33	645-350-33-00	\$1,168.03	\$1,168.02
14755	34	645-350-34-00	\$1,168.03	\$1,168.02
14755	35	645-350-35-00	\$1,168.03	\$1,168.02
14755	36	645-350-36-00	\$1,168.03	\$1,168.02
14755	37	645-350-37-00	\$1,168.03	\$1,168.02
14755	38	645-350-38-00	\$1,168.03	\$1,168.02
14755	39	645-350-39-00	\$1,168.03	\$1,168.02

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	40	645-350-40-00	\$1,168.03	\$1,168.02
14755	41	645-350-41-00	\$1,168.03	\$1,168.02
14755	42	645-350-42-00	\$1,168.03	\$1,168.02
14755	43	645-350-43-00	\$1,168.03	\$1,168.02
14755	44	645-350-44-00	\$1,168.03	\$1,168.02
14755	45	645-350-45-00	\$1,168.03	\$1,168.02
14755	46	645-350-46-00	\$1,168.03	\$1,168.02
14755	47	645-350-47-00	\$1,168.03	\$1,168.02
14755	48	645-350-48-00	\$1,168.03	\$1,168.02
14755	49	645-350-49-00	\$1,168.03	\$1,168.02
14755	50	645-350-50-00	\$1,168.03	\$1,168.02
14755	51	645-350-51-00	\$1,168.03	\$1,168.02
14755	52	645-350-52-00	\$1,168.03	\$1,168.02
14755	53	645-350-53-00	\$1,168.03	\$1,168.02
14755	54	645-350-54-00	\$1,168.03	\$1,168.02
14755	55	645-350-55-00	\$1,168.03	\$1,168.02
14755	56	645-350-56-00	\$1,168.03	\$1,168.02
14755	57	645-350-57-00	\$1,168.03	\$1,168.02
14755	58	645-350-58-00	\$1,168.03	\$1,168.02
14755	59	645-350-59-00	\$1,168.03	\$1,168.02
14755	60	645-350-60-00	\$1,168.03	\$1,168.02
14755	61	645-350-61-00	\$1,168.03	\$1,168.02
14755	62	645-350-62-00	\$1,168.03	\$1,168.02
14755	63	645-350-63-00	\$1,168.03	\$1,168.02
14755	64	645-350-64-00	\$1,168.03	\$1,168.02
14755	B	645-350-65-00	\$0.00	\$0.00
14755	C	645-350-66-00	\$0.00	\$0.00
14755	D	645-350-67-00	\$0.00	\$0.00
14755	E	645-350-68-00	\$0.00	\$0.00
14755	65	645-351-01-00	\$1,168.03	\$1,168.02
14755	66	645-351-02-00	\$1,168.03	\$1,168.02
14755	67	645-351-03-00	\$1,168.03	\$1,168.02
14755	68	645-351-04-00	\$1,168.03	\$1,168.02
14755	69	645-351-05-00	\$1,168.03	\$1,168.02
14755	70	645-351-06-00	\$1,168.03	\$1,168.02
14755	71	645-351-07-00	\$1,168.03	\$1,168.02
14755	72	645-351-08-00	\$1,168.03	\$1,168.02
14755	73	645-351-09-00	\$1,168.03	\$1,168.02
14755	74	645-351-10-00	\$1,168.03	\$1,168.02
14755	75	645-351-11-00	\$1,168.03	\$1,168.02
14755	76	645-351-12-00	\$1,168.03	\$1,168.02
14755	77	645-351-13-00	\$1,168.03	\$1,168.02
14755	78	645-351-14-00	\$1,168.03	\$1,168.02
14755	79	645-351-15-00	\$1,168.03	\$1,168.02

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	80	645-351-16-00	\$1,168.03	\$1,168.02
14755	81	645-351-17-00	\$1,168.03	\$1,168.02
14755	82	645-351-18-00	\$1,168.03	\$1,168.02
14755	83	645-351-19-00	\$1,168.03	\$1,168.02
14755	84	645-351-20-00	\$1,168.03	\$1,168.02
14755	85	645-351-21-00	\$1,168.03	\$1,168.02
14755	86	645-351-22-00	\$1,168.03	\$1,168.02
14755	123	645-351-23-00	\$1,168.03	\$1,168.02
14755	124	645-351-24-00	\$1,168.03	\$1,168.02
14755	125	645-351-25-00	\$1,168.03	\$1,168.02
14755	126	645-351-26-00	\$1,168.03	\$1,168.02
14755	127	645-351-27-00	\$1,168.03	\$1,168.02
14755	128	645-351-28-00	\$1,168.03	\$1,168.02
14755	129	645-351-29-00	\$1,168.03	\$1,168.02
14755	F	645-351-30-00	\$0.00	\$0.00
14755	G	645-351-31-00	\$0.00	\$0.00
14755	H	645-351-32-00	\$0.00	\$0.00
14755	I	645-351-33-00	\$0.00	\$0.00
14755	J	645-351-34-00	\$0.00	\$0.00
14755	Q	645-351-35-00	\$0.00	\$0.00
14755	R	645-351-36-00	\$0.00	\$0.00
14755	S	645-351-37-00	\$0.00	\$0.00
14755	W	645-351-38-00	\$0.00	\$0.00
14755	87	645-352-01-00	\$1,168.03	\$1,168.02
14755	88	645-352-02-00	\$1,168.03	\$1,168.02
14755	89	645-352-03-00	\$1,168.03	\$1,168.02
14755	90	645-352-04-00	\$1,168.03	\$1,168.02
14755	91	645-352-05-00	\$1,168.03	\$1,168.02
14755	92	645-352-06-00	\$1,168.03	\$1,168.02
14755	93	645-352-07-00	\$1,168.03	\$1,168.02
14755	94	645-352-08-00	\$1,168.03	\$1,168.02
14755	95	645-352-09-00	\$1,168.03	\$1,168.02
14755	96	645-352-10-00	\$1,168.03	\$1,168.02
14755	97	645-352-11-00	\$1,168.03	\$1,168.02
14755	98	645-352-12-00	\$1,168.03	\$1,168.02
14755	99	645-352-13-00	\$1,168.03	\$1,168.02
14755	100	645-352-14-00	\$1,168.03	\$1,168.02
14755	101	645-352-15-00	\$1,168.03	\$1,168.02
14755	102	645-352-16-00	\$1,168.03	\$1,168.02
14755	103	645-352-17-00	\$1,168.03	\$1,168.02
14755	104	645-352-18-00	\$1,168.03	\$1,168.02
14755	105	645-352-19-00	\$1,168.03	\$1,168.02
14755	106	645-352-20-00	\$1,168.03	\$1,168.02
14755	107	645-352-21-00	\$1,168.03	\$1,168.02

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	108	645-352-22-00	\$1,168.03	\$1,168.02
14755	109	645-352-23-00	\$1,168.03	\$1,168.02
14755	110	645-352-24-00	\$1,168.03	\$1,168.02
14755	111	645-352-25-00	\$1,168.03	\$1,168.02
14755	112	645-352-26-00	\$1,168.03	\$1,168.02
14755	113	645-352-27-00	\$1,168.03	\$1,168.02
14755	114	645-352-28-00	\$1,168.03	\$1,168.02
14755	115	645-352-29-00	\$1,168.03	\$1,168.02
14755	116	645-352-30-00	\$1,168.03	\$1,168.02
14755	117	645-352-31-00	\$1,168.03	\$1,168.02
14755	118	645-352-32-00	\$1,168.03	\$1,168.02
14755	119	645-352-33-00	\$1,168.03	\$1,168.02
14755	120	645-352-34-00	\$1,168.03	\$1,168.02
14755	121	645-352-35-00	\$1,168.03	\$1,168.02
14755	122	645-352-36-00	\$1,168.03	\$1,168.02
14755	130	645-352-37-00	\$1,168.03	\$1,168.02
14755	131	645-352-38-00	\$1,168.03	\$1,168.02
14755	132	645-352-39-00	\$1,168.03	\$1,168.02
14755	133	645-352-40-00	\$1,168.03	\$1,168.02
14755	134	645-352-41-00	\$1,168.03	\$1,168.02
14755	135	645-352-42-00	\$1,168.03	\$1,168.02
14755	136	645-352-43-00	\$1,168.03	\$1,168.02
14755	137	645-352-44-00	\$1,168.03	\$1,168.02
14755	138	645-352-45-00	\$1,168.03	\$1,168.02
14755	139	645-352-46-00	\$1,168.03	\$1,168.02
14755	140	645-352-47-00	\$1,168.03	\$1,168.02
14755	141	645-352-48-00	\$1,168.03	\$1,168.02
14755	142	645-352-49-00	\$1,168.03	\$1,168.02
14755	143	645-352-50-00	\$1,168.03	\$1,168.02
14755	144	645-352-51-00	\$1,168.03	\$1,168.02
14755	145	645-352-52-00	\$1,168.03	\$1,168.02
14755	146	645-352-53-00	\$1,168.03	\$1,168.02
14755	147	645-352-54-00	\$0.00	\$0.00
14755	K	645-352-55-00	\$0.00	\$0.00
14755	N	645-352-56-00	\$0.00	\$0.00
14755	T	645-352-57-00	\$0.00	\$0.00
14843	A	645-360-02-00	\$0.00	\$0.00
18483	E	645-360-03-00	\$0.00	\$0.00
14843	1	645-360-04-01	\$1,168.03	\$1,168.02
14843	1	645-360-04-02	\$1,168.03	\$1,168.02
14843	1	645-360-04-03	\$1,168.03	\$1,168.02
14843	1	645-360-04-04	\$1,168.03	\$1,168.02
14843	1	645-360-04-05	\$1,168.03	\$1,168.02
14843	1	645-360-04-06	\$1,168.03	\$1,168.02

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-04-07	\$1,168.03	\$1,168.02
14843	1	645-360-04-08	\$1,168.03	\$1,168.02
14843	1	645-360-04-09	\$1,168.03	\$1,168.02
14843	1	645-360-04-10	\$1,168.03	\$1,168.02
14843	1	645-360-05-01	\$1,168.03	\$1,168.02
14843	1	645-360-05-02	\$1,168.03	\$1,168.02
14843	1	645-360-05-03	\$1,168.03	\$1,168.02
14843	1	645-360-05-04	\$1,168.03	\$1,168.02
14843	1	645-360-05-05	\$1,168.03	\$1,168.02
14843	1	645-360-05-06	\$1,168.03	\$1,168.02
14843	1	645-360-05-07	\$1,168.03	\$1,168.02
14843	1	645-360-05-08	\$1,168.03	\$1,168.02
14843	1	645-360-05-09	\$1,168.03	\$1,168.02
14843	1	645-360-05-10	\$1,168.03	\$1,168.02
14843	1	645-360-05-11	\$1,168.03	\$1,168.02
14843	1	645-360-05-12	\$1,168.03	\$1,168.02
14843	1	645-360-05-13	\$1,168.03	\$1,168.02
14843	1	645-360-05-14	\$1,168.03	\$1,168.02
14843	1	645-360-05-15	\$1,168.03	\$1,168.02
14843	1	645-360-05-16	\$1,168.03	\$1,168.02
14843	1	645-360-05-17	\$1,168.03	\$1,168.02
14843	1	645-360-05-18	\$1,168.03	\$1,168.02
14843	1	645-360-05-19	\$1,168.03	\$1,168.02
14843	1	645-360-05-20	\$1,168.03	\$1,168.02
14843	1	645-360-05-21	\$1,168.03	\$1,168.02
14843	1	645-360-05-22	\$1,168.03	\$1,168.02
14843	1	645-360-05-23	\$1,168.03	\$1,168.02
14843	1	645-360-05-24	\$1,168.03	\$1,168.02
14843	1	645-360-05-25	\$1,168.03	\$1,168.02
14843	1	645-360-06-01	\$1,168.03	\$1,168.02
14843	1	645-360-06-02	\$1,168.03	\$1,168.02
14843	1	645-360-06-03	\$1,168.03	\$1,168.02
14843	1	645-360-06-04	\$1,168.03	\$1,168.02
14843	1	645-360-06-05	\$1,168.03	\$1,168.02
14843	1	645-360-06-06	\$1,168.03	\$1,168.02
14843	1	645-360-06-07	\$1,168.03	\$1,168.02
14843	1	645-360-06-08	\$1,168.03	\$1,168.02
14843	1	645-360-06-09	\$1,168.03	\$1,168.02
14843	1	645-360-06-10	\$1,168.03	\$1,168.02
14843	1	645-360-06-11	\$1,168.03	\$1,168.02
14843	1	645-360-06-12	\$1,168.03	\$1,168.02
14843	1	645-360-06-13	\$1,168.03	\$1,168.02
14843	1	645-360-06-14	\$1,168.03	\$1,168.02
14843	1	645-360-06-15	\$1,168.03	\$1,168.02

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-07-01	\$1,168.03	\$1,168.02
14843	1	645-360-07-02	\$1,168.03	\$1,168.02
14843	1	645-360-07-03	\$1,168.03	\$1,168.02
14843	1	645-360-07-04	\$1,168.03	\$1,168.02
14843	1	645-360-07-05	\$1,168.03	\$1,168.02
14843	1	645-360-07-06	\$1,168.03	\$1,168.02
14843	1	645-360-07-07	\$1,168.03	\$1,168.02
14843	1	645-360-07-08	\$1,168.03	\$1,168.02
14843	1	645-360-07-09	\$1,168.03	\$1,168.02
14843	1	645-360-07-10	\$1,168.03	\$1,168.02
14843	NA	645-360-08-00	\$0.00	\$0.00
14843	B	645-361-02-00	\$0.00	\$0.00
14843	C	645-361-03-00	\$0.00	\$0.00
14843	D	645-361-04-00	\$0.00	\$0.00
14843	1	645-361-05-01	\$1,168.03	\$1,168.02
14843	1	645-361-05-02	\$1,168.03	\$1,168.02
14843	1	645-361-05-03	\$1,168.03	\$1,168.02
14843	1	645-361-05-04	\$1,168.03	\$1,168.02
14843	1	645-361-05-05	\$1,168.03	\$1,168.02
14843	1	645-361-05-06	\$1,168.03	\$1,168.02
14843	1	645-361-05-07	\$1,168.03	\$1,168.02
14843	1	645-361-05-08	\$1,168.03	\$1,168.02
14843	1	645-361-05-09	\$1,168.03	\$1,168.02
14843	1	645-361-05-10	\$1,168.03	\$1,168.02
14843	1	645-361-05-11	\$1,168.03	\$1,168.02
14843	1	645-361-05-12	\$1,168.03	\$1,168.02
14843	1	645-361-05-13	\$1,168.03	\$1,168.02
14843	1	645-361-05-14	\$1,168.03	\$1,168.02
14843	1	645-361-05-15	\$1,168.03	\$1,168.02
14843	1	645-361-05-16	\$1,168.03	\$1,168.02
14843	1	645-361-05-17	\$1,168.03	\$1,168.02
14843	1	645-361-05-18	\$1,168.03	\$1,168.02
14843	1	645-361-05-19	\$1,168.03	\$1,168.02
14843	1	645-361-05-20	\$1,168.03	\$1,168.02
14843	1	645-361-05-21	\$1,168.03	\$1,168.02
14843	1	645-361-05-22	\$1,168.03	\$1,168.02
14843	1	645-361-05-23	\$1,168.03	\$1,168.02
14843	1	645-361-05-24	\$1,168.03	\$1,168.02
14843	1	645-361-05-25	\$1,168.03	\$1,168.02
14843	1	645-361-05-26	\$1,168.03	\$1,168.02
14843	1	645-361-05-27	\$1,168.03	\$1,168.02
14843	1	645-361-05-28	\$1,168.03	\$1,168.02
14843	1	645-361-05-29	\$1,168.03	\$1,168.02
14843	1	645-361-05-30	\$1,168.03	\$1,168.02

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-06-01	\$1,168.03	\$1,168.02
14843	1	645-361-06-02	\$1,168.03	\$1,168.02
14843	1	645-361-06-03	\$1,168.03	\$1,168.02
14843	1	645-361-06-04	\$1,168.03	\$1,168.02
14843	1	645-361-06-05	\$1,168.03	\$1,168.02
14843	1	645-361-06-06	\$1,168.03	\$1,168.02
14843	1	645-361-06-07	\$1,168.03	\$1,168.02
14843	1	645-361-06-08	\$1,168.03	\$1,168.02
14843	1	645-361-06-09	\$1,168.03	\$1,168.02
14843	1	645-361-06-10	\$1,168.03	\$1,168.02
14843	1	645-361-06-11	\$1,168.03	\$1,168.02
14843	1	645-361-06-12	\$1,168.03	\$1,168.02
14843	1	645-361-06-13	\$1,168.03	\$1,168.02
14843	1	645-361-06-14	\$1,168.03	\$1,168.02
14843	1	645-361-06-15	\$1,168.03	\$1,168.02
14843	1	645-361-06-16	\$1,168.03	\$1,168.02
14843	1	645-361-06-17	\$1,168.03	\$1,168.02
14843	1	645-361-06-18	\$1,168.03	\$1,168.02
14843	1	645-361-06-19	\$1,168.03	\$1,168.02
14843	1	645-361-06-20	\$1,168.03	\$1,168.02
14843	1	645-361-07-01	\$1,168.03	\$1,168.02
14843	1	645-361-07-02	\$1,168.03	\$1,168.02
14843	1	645-361-07-03	\$1,168.03	\$1,168.02
14843	1	645-361-07-04	\$1,168.03	\$1,168.02
14843	1	645-361-07-05	\$1,168.03	\$1,168.02
14843	1	645-361-07-06	\$1,168.03	\$1,168.02
14843	1	645-361-07-07	\$1,168.03	\$1,168.02
14843	1	645-361-07-08	\$1,168.03	\$1,168.02
14843	1	645-361-07-09	\$1,168.03	\$1,168.02
14843	1	645-361-07-10	\$1,168.03	\$1,168.02
14843	1	645-361-07-11	\$1,168.03	\$1,168.02
14843	1	645-361-07-12	\$1,168.03	\$1,168.02
14843	1	645-361-07-13	\$1,168.03	\$1,168.02
14843	1	645-361-07-14	\$1,168.03	\$1,168.02
14843	1	645-361-07-15	\$1,168.03	\$1,168.02
14843	1	645-361-07-16	\$1,168.03	\$1,168.02
14843	1	645-361-07-17	\$1,168.03	\$1,168.02
14843	1	645-361-07-18	\$1,168.03	\$1,168.02
14843	1	645-361-07-19	\$1,168.03	\$1,168.02
14843	1	645-361-07-20	\$1,168.03	\$1,168.02
14843	1	645-361-07-21	\$1,168.03	\$1,168.02
14843	1	645-361-07-22	\$1,168.03	\$1,168.02
14843	1	645-361-07-23	\$1,168.03	\$1,168.02
14843	1	645-361-07-24	\$1,168.03	\$1,168.02

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-07-25	\$1,168.03	\$1,168.02
14843	1	645-361-08-01	\$1,168.03	\$1,168.02
14843	1	645-361-08-02	\$1,168.03	\$1,168.02
14843	1	645-361-08-03	\$1,168.03	\$1,168.02
14843	1	645-361-08-04	\$1,168.03	\$1,168.02
14843	1	645-361-08-05	\$1,168.03	\$1,168.02
14843	1	645-361-08-06	\$1,168.03	\$1,168.02
14843	1	645-361-08-07	\$1,168.03	\$1,168.02
14843	1	645-361-08-08	\$1,168.03	\$1,168.02
14843	1	645-361-08-09	\$1,168.03	\$1,168.02
14843	1	645-361-08-10	\$1,168.03	\$1,168.02
14843	1	645-361-08-11	\$1,168.03	\$1,168.02
14843	1	645-361-08-12	\$1,168.03	\$1,168.02
14843	1	645-361-08-13	\$1,168.03	\$1,168.02
14843	1	645-361-08-14	\$1,168.03	\$1,168.02
14843	1	645-361-08-15	\$1,168.03	\$1,168.02
14843	1	645-361-08-16	\$1,168.03	\$1,168.02
14843	1	645-361-08-17	\$1,168.03	\$1,168.02
14843	1	645-361-08-18	\$1,168.03	\$1,168.02
14843	1	645-361-08-19	\$1,168.03	\$1,168.02
14843	1	645-361-08-20	\$1,168.03	\$1,168.02
14843	1	645-361-08-21	\$1,168.03	\$1,168.02
14843	1	645-361-08-22	\$1,168.03	\$1,168.02
14843	1	645-361-08-23	\$1,168.03	\$1,168.02
14843	1	645-361-08-24	\$1,168.03	\$1,168.02
14843	1	645-361-08-25	\$1,168.03	\$1,168.02
14843	1	645-361-08-26	\$1,168.03	\$1,168.02
14843	1	645-361-08-27	\$1,168.03	\$1,168.02
14843	1	645-361-08-28	\$1,168.03	\$1,168.02
14843	1	645-361-08-29	\$1,168.03	\$1,168.02
14843	1	645-361-08-30	\$1,168.03	\$1,168.02
14843	1	645-361-09-01	\$1,168.03	\$1,168.02
14843	1	645-361-09-02	\$1,168.03	\$1,168.02
14843	1	645-361-09-03	\$1,168.03	\$1,168.02
14843	1	645-361-09-04	\$1,168.03	\$1,168.02
14843	1	645-361-09-05	\$1,168.03	\$1,168.02
14843	1	645-361-09-06	\$1,168.03	\$1,168.02
14843	1	645-361-09-07	\$1,168.03	\$1,168.02
14843	1	645-361-09-08	\$1,168.03	\$1,168.02
14843	1	645-361-09-09	\$1,168.03	\$1,168.02
14843	1	645-361-09-10	\$1,168.03	\$1,168.02
14843	1	645-361-09-11	\$1,168.03	\$1,168.02
14843	1	645-361-09-12	\$1,168.03	\$1,168.02
14843	1	645-361-09-13	\$1,168.03	\$1,168.02

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-09-14	\$1,168.03	\$1,168.02
14843	1	645-361-09-15	\$1,168.03	\$1,168.02
14843	NA	645-361-10-00	\$0.00	\$0.00
14843	NA	645-361-11-00	\$0.00	\$0.00

Total Parcels	928
Total Taxable Parcels	877
Total Maximum Annual Special Tax	\$985,595.11
Total Assigned Special Tax	\$985,590.36

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
0	NA	645-040-55-00	\$0.00	\$0.00
0	NA	645-040-57-00	\$41,868.26	\$0.00
13530	F	645-110-28-00	\$0.00	\$0.00
13530	B	645-112-30-00	\$0.00	\$0.00
13530	D	645-112-31-00	\$0.00	\$0.00
13530	127	645-113-04-00	\$0.00	\$0.00
13530	A	645-113-05-00	\$0.00	\$0.00
13530	A	645-113-06-00	\$0.00	\$0.00
13530	C	645-113-07-00	\$0.00	\$0.00
13614	6	645-120-06-00	\$1,298.10	\$1,298.10
13614	5	645-120-05-00	\$1,298.10	\$1,298.10
13614	7	645-120-07-00	\$1,298.10	\$1,298.10
13614	4	645-120-04-00	\$1,298.10	\$1,298.10
13614	8	645-120-08-00	\$963.53	\$963.52
13614	3	645-120-03-00	\$1,298.10	\$1,298.10
13614	9	645-120-09-00	\$1,191.77	\$1,191.76
13614	2	645-120-02-00	\$1,049.53	\$1,049.52
13614	10	645-120-10-00	\$1,191.77	\$1,191.76
13614	11	645-120-11-00	\$1,191.77	\$1,191.76
13614	1	645-120-01-00	\$1,298.10	\$1,298.10
13614	12	645-120-12-00	\$1,049.53	\$1,049.52
13610	32	645-140-32-00	\$930.95	\$930.94
13610	33	645-140-33-00	\$930.95	\$930.94
13610	13	645-140-13-00	\$930.95	\$930.94
13610	34	645-140-34-00	\$930.95	\$930.94
13610	14	645-140-14-00	\$1,151.48	\$1,151.48
13610	35	645-140-35-00	\$930.95	\$930.94
13610	15	645-140-15-00	\$930.95	\$930.94
13610	36	645-140-36-00	\$930.95	\$930.94
13610	16	645-140-16-00	\$930.95	\$930.94
13610	37	645-140-37-00	\$1,151.48	\$1,151.48
13610	17	645-140-17-00	\$1,151.48	\$1,151.48
13610	38	645-140-38-00	\$930.95	\$930.94
13610	39	645-140-39-00	\$1,151.48	\$1,151.48
13928	69	645-211-51-00	\$1,191.77	\$1,191.76
13928	21	645-211-14-00	\$1,191.77	\$1,191.76
13610	30	645-140-30-00	\$930.95	\$930.94
13928	68	645-211-50-00	\$1,197.95	\$1,197.94
13610	40	645-140-40-00	\$930.95	\$930.94
13928	70	645-211-52-00	\$1,191.77	\$1,191.76
13928	20	645-211-13-00	\$1,191.77	\$1,191.76
13928	A	645-220-01-00	\$0.00	\$0.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	67	645-211-49-00	\$1,197.95	\$1,197.94
13928	19	645-211-12-00	\$1,191.77	\$1,191.76
13928	66	645-211-48-00	\$1,197.95	\$1,197.94
13928	18	645-211-11-00	\$1,191.77	\$1,191.76
13928	17	645-211-10-00	\$1,191.77	\$1,191.76
13928	71	645-211-53-00	\$963.53	\$963.52
13928	65	645-211-47-00	\$1,197.95	\$1,197.94
13610	31	645-140-31-00	\$930.95	\$930.94
13928	16	645-211-09-00	\$1,191.77	\$1,191.76
13928	22	645-211-15-00	\$1,197.95	\$1,197.94
13610	41	645-140-41-00	\$1,151.48	\$1,151.48
13928	64	645-211-46-00	\$968.54	\$968.54
13928	15	645-211-08-00	\$963.53	\$963.52
13928	23	645-211-16-00	\$1,197.95	\$1,197.94
13928	72	645-211-54-00	\$1,191.77	\$1,191.76
13928	63	645-211-45-00	\$1,197.95	\$1,197.94
13928	14	645-211-07-00	\$1,191.77	\$1,191.76
13928	24	645-211-17-00	\$1,197.95	\$1,197.94
13928	62	645-211-44-00	\$1,197.95	\$1,197.94
13928	13	645-211-06-00	\$1,191.77	\$1,191.76
13928	25	645-211-18-00	\$1,197.95	\$1,197.94
13928	73	645-211-55-00	\$1,191.77	\$1,191.76
13928	12	645-211-05-00	\$963.53	\$963.52
13928	61	645-211-43-00	\$1,197.95	\$1,197.94
13610	47	645-140-47-00	\$1,151.48	\$1,151.48
13928	11	645-211-04-00	\$1,191.77	\$1,191.76
13928	26	645-211-19-00	\$1,197.95	\$1,197.94
13613	81	645-141-33-00	\$961.00	\$960.98
13928	114	645-211-73-00	\$1,191.77	\$1,191.76
13928	60	645-211-42-00	\$968.54	\$968.54
13928	10	645-211-03-00	\$1,191.77	\$1,191.76
13613	123	645-142-34-00	\$961.00	\$960.98
13610	48	645-140-48-00	\$930.95	\$930.94
13928	27	645-211-20-00	\$1,197.95	\$1,197.94
13613	82	645-141-34-00	\$1,188.63	\$1,188.62
13928	115	645-211-74-00	\$1,191.77	\$1,191.76
13928	9	645-211-02-00	\$1,191.77	\$1,191.76
13613	122	645-142-33-00	\$961.00	\$960.98
13928	28	645-211-21-00	\$1,197.95	\$1,197.94
13613	83	645-141-35-00	\$961.00	\$960.98
13928	59	645-211-41-00	\$1,197.95	\$1,197.94
13613	96	645-142-07-00	\$1,188.63	\$1,188.62

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	49	645-141-01-00	\$930.95	\$930.94
13613	102	645-142-13-00	\$1,188.63	\$1,188.62
13928	8	645-211-01-00	\$1,191.77	\$1,191.76
13613	B	645-141-43-00	\$0.00	\$0.00
13928	29	645-211-22-00	\$968.54	\$968.54
13613	84	645-141-36-00	\$1,188.63	\$1,188.62
13613	95	645-142-06-00	\$961.00	\$960.98
13613	A	645-141-42-00	\$0.00	\$0.00
13613	121	645-142-32-00	\$1,188.63	\$1,188.62
13613	50	645-141-02-00	\$1,151.48	\$1,151.48
13613	85	645-141-37-00	\$961.00	\$960.98
13613	94	645-142-05-00	\$1,188.63	\$1,188.62
14469	85	645-311-45-00	\$944.57	\$791.64
13928	30	645-211-23-00	\$1,197.95	\$1,197.94
13928	125	645-210-17-00	\$1,191.77	\$1,191.76
13613	103	645-142-14-00	\$961.00	\$960.98
13928	H	645-220-02-00	\$0.00	\$0.00
13613	120	645-142-31-00	\$961.00	\$960.98
13613	86	645-141-38-00	\$1,188.63	\$1,188.62
14469	84	645-311-44-00	\$1,004.79	\$840.74
13928	126	645-210-18-00	\$1,191.77	\$1,191.76
13928	58	645-211-40-00	\$968.54	\$968.54
13613	93	645-142-04-00	\$961.00	\$960.98
14469	69	645-311-29-00	\$1,004.90	\$924.26
14469	86	645-311-46-00	\$945.43	\$870.26
13613	51	645-141-03-00	\$930.95	\$930.94
13928	31	645-211-24-00	\$1,197.95	\$1,197.94
13928	127	645-210-19-00	\$1,191.77	\$1,191.76
13613	104	645-142-15-00	\$961.00	\$960.98
13928	7	645-210-07-00	\$1,191.77	\$1,191.76
13613	119	645-142-30-00	\$1,188.63	\$1,188.62
13613	87	645-141-39-00	\$961.00	\$960.98
14469	83	645-311-43-00	\$1,004.90	\$924.26
13928	128	645-210-20-00	\$1,191.77	\$1,191.76
13613	92	645-142-03-00	\$1,188.63	\$1,188.62
14469	68	645-311-28-00	\$1,004.92	\$973.56
14469	87	645-311-47-00	\$945.93	\$916.70
13928	6	645-210-06-00	\$963.53	\$963.52
14469	41	645-311-01-00	\$1,004.90	\$924.26
13928	32	645-211-25-00	\$1,197.95	\$1,197.94
14469	21	645-310-21-00	\$945.43	\$870.26
13928	129	645-210-21-00	\$1,191.77	\$1,191.76

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	105	645-142-16-00	\$1,188.63	\$1,188.62
13928	57	645-211-39-00	\$1,197.95	\$1,197.94
13928	5	645-210-05-00	\$1,191.77	\$1,191.76
13613	118	645-142-29-00	\$961.00	\$960.98
13613	52	645-141-04-00	\$930.95	\$930.94
13613	88	645-141-40-00	\$1,188.63	\$1,188.62
14469	82	645-311-42-00	\$1,004.92	\$973.56
13928	130	645-210-22-00	\$963.53	\$963.52
13613	91	645-142-02-00	\$961.00	\$960.98
14469	67	645-311-27-00	\$1,004.90	\$924.26
14469	88	645-311-48-00	\$945.43	\$870.26
13928	4	645-210-04-00	\$1,191.77	\$1,191.76
14469	42	645-311-02-00	\$1,004.92	\$973.56
13928	33	645-211-26-00	\$1,197.95	\$1,197.94
14469	20	645-310-20-00	\$945.93	\$916.70
13928	131	645-210-23-00	\$1,191.77	\$1,191.76
13613	106	645-142-17-00	\$961.00	\$960.98
13928	3	645-210-03-00	\$1,191.77	\$1,191.76
13613	53	645-141-05-00	\$1,151.48	\$1,151.48
14469	81	645-311-41-00	\$1,004.90	\$924.26
13928	132	645-210-24-00	\$1,191.77	\$1,191.76
14469	66	645-311-26-00	\$1,004.92	\$973.56
14469	89	645-311-49-00	\$945.93	\$916.70
13928	2	645-210-02-00	\$1,191.77	\$1,191.76
13613	117	645-142-28-00	\$1,188.63	\$1,188.62
14469	43	645-311-03-00	\$1,004.90	\$924.26
13613	89	645-141-41-00	\$961.00	\$960.98
14469	19	645-310-19-00	\$945.43	\$870.26
13928	133	645-210-25-00	\$1,191.77	\$1,191.76
13613	67	645-141-19-00	\$930.95	\$930.94
13613	54	645-141-06-00	\$930.95	\$930.94
14469	80	645-311-40-00	\$1,004.90	\$924.26
13928	134	645-210-26-00	\$1,191.77	\$1,191.76
13613	107	645-142-18-00	\$961.00	\$960.98
14469	65	645-311-25-00	\$1,004.90	\$924.26
14469	90	645-311-50-00	\$945.43	\$870.26
13928	1	645-210-01-00	\$1,191.77	\$1,191.76
13613	116	645-142-27-00	\$961.00	\$960.98
14469	44	645-311-04-00	\$1,004.92	\$973.56
13928	34	645-211-27-00	\$1,197.95	\$1,197.94
14469	18	645-310-18-00	\$945.93	\$916.70
13928	135	645-210-27-00	\$1,191.77	\$1,191.76

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	66	645-141-18-00	\$1,151.48	\$1,151.48
13928	56	645-211-38-00	\$1,197.95	\$1,197.94
13613	90	645-142-01-00	\$961.00	\$960.98
13613	55	645-141-07-00	\$1,151.48	\$1,151.48
14469	79	645-311-39-00	\$1,004.92	\$973.56
13928	136	645-210-28-00	\$1,191.77	\$1,191.76
13613	108	645-142-19-00	\$961.00	\$960.98
14469	64	645-311-24-00	\$1,004.90	\$924.26
14469	91	645-311-51-00	\$945.93	\$916.70
14469	45	645-311-05-00	\$1,004.90	\$924.26
14469	17	645-310-17-00	\$945.43	\$870.26
13928	137	645-210-29-00	\$963.53	\$963.52
13613	56	645-141-08-00	\$961.00	\$960.98
14469	78	645-311-38-00	\$1,004.79	\$840.74
13928	F	645-213-36-00	\$0.00	\$0.00
13613	109	645-142-20-00	\$1,188.63	\$1,188.62
14469	63	645-311-23-00	\$1,004.92	\$973.56
14469	92	645-311-52-00	\$945.43	\$870.26
16109	2	645-040-74-25	\$810.03	\$795.70
16109	2	645-040-74-26	\$810.03	\$795.70
16109	2	645-040-74-27	\$1,180.32	\$987.42
16109	2	645-040-74-28	\$1,180.32	\$987.42
16109	2	645-040-74-29	\$1,180.32	\$987.42
16109	2	645-040-74-30	\$1,180.32	\$987.42
16109	2	645-040-74-31	\$1,180.30	\$1,085.46
14469	46	645-311-06-00	\$1,004.79	\$840.74
16109	2	645-040-78-34	\$823.94	\$809.36
16109	2	645-040-78-35	\$823.94	\$809.36
16109	2	645-040-78-36	\$1,200.57	\$1,004.36
16109	2	645-040-78-37	\$1,200.57	\$1,004.36
16109	2	645-040-78-38	\$1,200.55	\$1,104.10
14469	16	645-310-16-00	\$945.93	\$916.70
16109	2	645-040-74-50	\$810.03	\$795.70
16109	2	645-040-74-51	\$810.03	\$795.70
16109	2	645-040-74-52	\$1,180.32	\$987.42
16109	2	645-040-74-53	\$1,180.32	\$987.42
16109	2	645-040-74-54	\$1,180.32	\$987.42
16109	2	645-040-74-55	\$1,180.32	\$987.42
16109	2	645-040-74-56	\$1,180.30	\$1,085.46
14469	77	645-311-37-00	\$1,004.92	\$973.56
14217	106	645-270-43-00	\$927.54	\$898.46
14469	62	645-311-22-00	\$1,004.79	\$840.74

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	93	645-311-53-00	\$945.43	\$870.26
14469	47	645-311-07-00	\$1,004.90	\$924.26
16109	2	645-040-74-57	\$810.03	\$795.70
16109	2	645-040-74-58	\$810.03	\$795.70
16109	2	645-040-74-59	\$1,180.32	\$987.42
16109	2	645-040-74-60	\$1,180.32	\$987.42
16109	2	645-040-74-61	\$1,180.32	\$987.42
16109	2	645-040-74-62	\$1,180.30	\$1,085.46
13928	161	645-212-41-00	\$1,222.25	\$1,222.24
14469	15	645-310-15-00	\$944.57	\$791.64
13859	58	645-171-23-00	\$961.00	\$960.98
16109	2	645-040-74-32	\$1,180.30	\$1,085.46
16109	2	645-040-74-33	\$1,180.32	\$987.42
16109	2	645-040-74-34	\$1,180.32	\$987.42
16109	2	645-040-74-35	\$1,180.32	\$987.42
16109	2	645-040-74-36	\$810.03	\$795.70
16109	2	645-040-74-37	\$810.03	\$795.70
16109	2	645-040-79-49	\$987.42	\$987.42
16109	2	645-040-79-50	\$833.02	\$833.00
16109	2	645-040-79-51	\$987.42	\$987.42
16109	2	645-040-79-52	\$833.02	\$833.00
16109	2	645-040-79-53	\$987.42	\$987.42
16109	2	645-040-74-63	\$1,180.30	\$1,085.46
16109	2	645-040-74-65	\$1,180.32	\$987.42
16109	2	645-040-74-66	\$1,180.32	\$987.42
16109	2	645-040-74-67	\$810.03	\$795.70
16109	2	645-040-74-68	\$810.03	\$795.70
16109	2	645-040-74-64	\$1,180.32	\$987.42
16109	2	645-040-78-01	\$823.94	\$809.36
16109	2	645-040-78-02	\$823.94	\$809.36
16109	2	645-040-78-03	\$1,200.57	\$1,004.36
16109	2	645-040-78-04	\$1,200.57	\$1,004.36
16109	2	645-040-78-05	\$1,200.57	\$1,004.36
16109	2	645-040-78-06	\$1,200.55	\$1,104.10
14217	50	645-271-13-00	\$922.91	\$848.56
13928	35	645-211-28-00	\$1,197.95	\$1,197.94
14469	76	645-311-36-00	\$1,004.92	\$973.56
14217	105	645-270-42-00	\$927.69	\$852.92
16109	2	645-040-78-07	\$1,200.55	\$1,104.10
16109	2	645-040-78-08	\$1,200.57	\$1,004.36
16109	2	645-040-78-09	\$1,200.57	\$1,004.36
16109	2	645-040-78-10	\$1,200.57	\$1,004.36

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-11	\$823.94	\$809.36
16109	2	645-040-78-12	\$823.94	\$809.36
13928	160	645-212-40-00	\$1,222.25	\$1,222.24
14469	61	645-311-21-00	\$1,004.90	\$924.26
14469	94	645-311-54-00	\$945.43	\$870.26
14469	48	645-311-08-00	\$1,004.90	\$924.26
14469	14	645-310-14-00	\$945.43	\$870.26
14217	83	645-270-20-00	\$927.69	\$852.92
14217	51	645-271-14-00	\$923.14	\$771.88
13928	36	645-211-29-00	\$1,197.95	\$1,197.94
13928	162	645-212-42-00	\$988.20	\$988.20
14469	75	645-311-35-00	\$1,004.90	\$924.26
14217	104	645-270-41-00	\$927.54	\$898.46
14217	75	645-271-38-00	\$922.91	\$848.56
13928	55	645-211-37-00	\$1,197.95	\$1,197.94
14469	60	645-311-20-00	\$1,004.90	\$924.26
14469	95	645-311-55-00	\$945.93	\$916.70
14469	49	645-311-09-00	\$1,004.92	\$973.56
14469	13	645-310-13-00	\$945.93	\$916.70
13859	57	645-171-22-00	\$1,188.63	\$1,188.62
13928	159	645-212-39-00	\$1,222.25	\$1,222.24
14217	84	645-270-21-00	\$927.54	\$898.46
14217	52	645-271-15-00	\$922.91	\$848.56
13928	37	645-211-30-00	\$1,197.95	\$1,197.94
14469	74	645-311-34-00	\$1,004.90	\$924.26
14217	103	645-270-40-00	\$928.00	\$775.88
14217	74	645-271-37-00	\$922.72	\$893.80
13859	19	645-171-01-00	\$963.53	\$963.52
14469	59	645-311-19-00	\$1,004.79	\$840.74
14469	96	645-311-56-00	\$945.43	\$870.26
14469	50	645-311-10-00	\$1,004.90	\$924.26
13928	163	645-212-43-00	\$1,222.25	\$1,222.24
14469	12	645-310-12-00	\$945.43	\$870.26
14217	73	645-271-36-00	\$923.14	\$771.88
14217	85	645-270-22-00	\$928.00	\$775.88
14217	53	645-271-16-00	\$922.72	\$893.80
13928	38	645-211-31-00	\$1,197.95	\$1,197.94
14469	73	645-311-33-00	\$945.93	\$916.70
14217	102	645-270-39-00	\$927.69	\$852.92
14217	72	645-271-35-00	\$922.72	\$893.80
13928	54	645-211-36-00	\$1,197.95	\$1,197.94
13928	158	645-212-38-00	\$988.20	\$988.20

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	58	645-311-18-00	\$945.43	\$870.26
14469	97	645-311-57-00	\$945.93	\$916.70
14469	51	645-311-11-00	\$1,004.90	\$924.26
14469	11	645-310-11-00	\$944.57	\$791.64
13859	56	645-171-21-00	\$1,188.63	\$1,188.62
13859	59	645-171-24-00	\$1,188.63	\$1,188.62
15157	2	645-380-02-00	\$0.00	\$0.00
14217	86	645-270-23-00	\$927.69	\$852.92
14217	54	645-271-17-00	\$923.14	\$771.88
14217	107	645-270-44-00	\$928.00	\$775.88
13928	164	645-212-44-00	\$1,222.25	\$1,222.24
14469	72	645-311-32-00	\$945.43	\$870.26
14217	101	645-270-38-00	\$927.54	\$898.46
14217	71	645-271-34-00	\$922.91	\$848.56
13859	20	645-171-02-00	\$1,191.77	\$1,191.76
14469	57	645-311-17-00	\$945.93	\$916.70
14469	98	645-311-58-00	\$944.57	\$791.64
14217	123	645-270-60-00	\$927.69	\$852.92
20870	PAR 1	645-380-12-00	\$0.00	\$0.00
14469	52	645-311-12-00	\$1,004.92	\$973.56
14469	10	645-310-10-00	\$945.43	\$870.26
15157	6	645-380-06-00	\$0.00	\$0.00
14217	70	645-271-33-00	\$922.72	\$893.80
13928	53	645-211-35-00	\$1,197.95	\$1,197.94
13928	157	645-212-37-00	\$1,222.25	\$1,222.24
14217	87	645-270-24-00	\$927.54	\$898.46
14217	55	645-271-18-00	\$922.91	\$848.56
13928	39	645-211-32-00	\$1,197.95	\$1,197.94
13859	18	645-170-18-00	\$963.53	\$963.52
14469	71	645-311-31-00	\$945.43	\$870.26
14217	108	645-270-45-00	\$927.54	\$898.46
14217	100	645-270-37-00	\$927.69	\$852.92
14469	56	645-311-16-00	\$945.43	\$870.26
14469	99	645-311-59-00	\$945.43	\$870.26
14469	53	645-311-13-00	\$1,004.90	\$924.26
13928	165	645-212-45-00	\$1,222.25	\$1,222.24
14469	9	645-310-09-00	\$945.43	\$870.26
13859	55	645-171-20-00	\$1,188.63	\$1,188.62
14217	69	645-271-32-00	\$923.14	\$771.88
13859	60	645-171-25-00	\$1,188.63	\$1,188.62
14217	88	645-270-25-00	\$928.00	\$775.88
14217	56	645-271-19-00	\$922.72	\$893.80

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	70	645-311-30-00	\$944.57	\$791.64
14217	109	645-270-46-00	\$927.69	\$852.92
14217	99	645-270-36-00	\$927.54	\$898.46
13928	52	645-211-34-00	\$1,197.95	\$1,197.94
14217	124	645-270-61-00	\$928.00	\$775.88
14217	122	645-270-59-00	\$927.54	\$898.46
13859	21	645-171-03-00	\$1,191.77	\$1,191.76
13928	156	645-212-36-00	\$1,222.25	\$1,222.24
14469	55	645-311-15-00	\$945.93	\$916.70
14469	54	645-311-14-00	\$1,004.79	\$840.74
14469	160	645-312-61-00	\$927.69	\$852.92
13928	40	645-211-33-00	\$1,197.95	\$1,197.94
14217	68	645-271-31-00	\$922.91	\$848.56
14469	149	645-312-50-00	\$927.69	\$852.92
14217	89	645-270-26-00	\$927.69	\$852.92
14217	57	645-271-20-00	\$923.14	\$771.88
13928	166	645-212-46-00	\$1,222.25	\$1,222.24
14217	110	645-270-47-00	\$927.54	\$898.46
14217	98	645-270-35-00	\$927.69	\$852.92
14217	125	645-270-62-00	\$928.00	\$775.88
14217	121	645-270-58-00	\$927.69	\$852.92
14469	159	645-312-60-00	\$928.00	\$775.88
13859	17	645-170-17-00	\$1,191.77	\$1,191.76
13859	54	645-171-19-00	\$1,188.63	\$1,188.62
14217	67	645-271-30-00	\$922.72	\$893.80
14469	150	645-312-51-00	\$927.54	\$898.46
13928	51	645-212-11-00	\$968.54	\$968.54
13928	155	645-212-35-00	\$1,222.25	\$1,222.24
13859	61	645-171-26-00	\$1,188.63	\$1,188.62
14217	90	645-270-27-00	\$928.00	\$775.88
14217	58	645-271-21-00	\$922.91	\$848.56
14217	111	645-270-48-00	\$928.00	\$775.88
14217	126	645-270-63-00	\$927.54	\$898.46
13859	22	645-171-04-00	\$1,191.77	\$1,191.76
14217	120	645-270-57-00	\$927.54	\$898.46
14469	158	645-312-59-00	\$927.69	\$852.92
14217	97	645-270-34-00	\$927.54	\$898.46
14217	66	645-271-29-00	\$922.91	\$848.56
14469	151	645-312-52-00	\$927.69	\$852.92
14469	118	645-312-19-00	\$944.57	\$791.64
14217	91	645-270-28-00	\$927.69	\$852.92
14217	59	645-271-22-00	\$922.72	\$893.80

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	112	645-270-49-00	\$927.69	\$852.92
14469	119	645-312-20-00	\$945.93	\$916.70
13928	50	645-212-10-00	\$1,197.95	\$1,197.94
14217	127	645-270-64-00	\$927.69	\$852.92
14469	111	645-312-12-00	\$945.43	\$870.26
14217	119	645-270-56-00	\$927.69	\$852.92
14469	157	645-312-58-00	\$927.54	\$898.46
13859	53	645-171-18-00	\$1,188.63	\$1,188.62
14217	65	645-271-28-00	\$923.14	\$771.88
14469	152	645-312-53-00	\$927.69	\$852.92
14469	117	645-312-18-00	\$945.43	\$870.26
14217	92	645-270-29-00	\$928.00	\$775.88
14217	60	645-271-23-00	\$922.91	\$848.56
13928	B	645-211-75-00	\$0.00	\$0.00
13859	16	645-170-16-00	\$1,191.77	\$1,191.76
14217	113	645-270-50-00	\$927.54	\$898.46
14469	120	645-312-21-00	\$945.43	\$870.26
14217	128	645-270-65-00	\$927.54	\$898.46
14217	118	645-270-55-00	\$928.00	\$775.88
13859	23	645-171-05-00	\$1,191.77	\$1,191.76
14469	112	645-312-13-00	\$945.93	\$916.70
14469	156	645-312-57-00	\$927.69	\$852.92
14217	64	645-271-27-00	\$922.72	\$893.80
14469	153	645-312-54-00	\$928.00	\$775.88
13928	49	645-212-09-00	\$1,197.95	\$1,197.94
16109	2	645-040-77-01	\$810.03	\$795.70
16109	2	645-040-77-02	\$810.03	\$795.70
16109	2	645-040-77-03	\$1,180.32	\$987.42
16109	2	645-040-77-04	\$1,180.32	\$987.42
16109	2	645-040-77-05	\$1,180.32	\$987.42
16109	2	645-040-77-06	\$1,180.30	\$1,085.46
14217	93	645-270-30-00	\$927.54	\$898.46
16109	2	645-040-78-27	\$823.94	\$809.36
16109	2	645-040-78-28	\$823.94	\$809.36
16109	2	645-040-78-29	\$1,200.57	\$1,004.36
16109	2	645-040-78-30	\$1,200.57	\$1,004.36
16109	2	645-040-78-31	\$1,200.57	\$1,004.36
16109	2	645-040-78-32	\$1,200.57	\$1,004.36
16109	2	645-040-78-33	\$1,200.55	\$1,104.10
14217	61	645-271-24-00	\$923.14	\$771.88
13928	152	645-213-15-00	\$1,222.25	\$1,222.24
14217	114	645-270-51-00	\$927.69	\$852.92

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	121	645-312-22-00	\$945.93	\$916.70
14217	96	645-270-33-00	\$927.69	\$852.92
16109	2	645-040-77-18	\$810.03	\$795.70
16109	2	645-040-77-19	\$810.03	\$795.70
16109	2	645-040-77-20	\$1,180.32	\$987.42
16109	2	645-040-77-21	\$1,180.32	\$987.42
16109	2	645-040-77-22	\$1,180.32	\$987.42
16109	2	645-040-77-23	\$1,180.32	\$987.42
16109	2	645-040-77-24	\$1,180.30	\$1,085.46
16109	2	645-040-78-20	\$1,200.55	\$1,104.10
16109	2	645-040-78-21	\$1,200.57	\$1,004.36
16109	2	645-040-78-22	\$1,200.57	\$1,004.36
16109	2	645-040-78-23	\$1,200.57	\$1,004.36
16109	2	645-040-78-24	\$1,200.57	\$1,004.36
16109	2	645-040-78-25	\$823.94	\$809.36
16109	2	645-040-78-26	\$823.94	\$809.36
14217	129	645-270-66-00	\$927.69	\$852.92
14217	117	645-270-54-00	\$927.69	\$852.92
13928	151	645-213-14-00	\$1,222.25	\$1,222.24
16109	2	645-040-77-12	\$1,180.30	\$1,085.46
16109	2	645-040-77-13	\$1,180.32	\$987.42
16109	2	645-040-77-14	\$1,180.32	\$987.42
16109	2	645-040-77-15	\$1,180.32	\$987.42
16109	2	645-040-77-16	\$810.03	\$795.70
16109	2	645-040-77-17	\$810.03	\$795.70
14469	155	645-312-56-00	\$927.69	\$852.92
14469	138	645-312-39-00	\$945.43	\$870.26
13859	52	645-171-17-00	\$1,188.63	\$1,188.62
14217	63	645-271-26-00	\$922.91	\$848.56
14469	154	645-312-55-00	\$927.54	\$898.46
14469	113	645-312-14-00	\$945.43	\$870.26
14217	94	645-270-31-00	\$927.69	\$852.92
14217	62	645-271-25-00	\$922.72	\$893.80
14217	115	645-270-52-00	\$927.54	\$898.46
14469	122	645-312-23-00	\$945.43	\$870.26
16109	2	645-040-80-44	\$987.42	\$987.42
16109	2	645-040-80-45	\$833.02	\$833.00
16109	2	645-040-80-46	\$987.42	\$987.42
16109	2	645-040-80-47	\$833.02	\$833.00
16109	2	645-040-80-48	\$987.42	\$987.42
14217	95	645-270-32-00	\$927.54	\$898.46
13928	48	645-212-08-00	\$1,222.25	\$1,222.24

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	116	645-270-53-00	\$927.54	\$898.46
13859	24	645-171-06-00	\$963.53	\$963.52
13859	L	645-170-27-00	\$0.00	\$0.00
13859	15	645-170-15-00	\$1,191.77	\$1,191.76
14469	137	645-312-38-00	\$944.57	\$791.64
14469	123	645-312-24-00	\$945.93	\$916.70
13928	153	645-213-16-00	\$1,222.25	\$1,222.24
14469	136	645-312-37-00	\$945.43	\$870.26
13859	51	645-171-16-00	\$1,188.63	\$1,188.62
13928	47	645-212-07-00	\$1,222.25	\$1,222.24
13928	150	645-213-13-00	\$1,222.25	\$1,222.24
14469	124	645-312-25-00	\$945.43	\$870.26
13859	25	645-171-07-00	\$1,191.77	\$1,191.76
14469	114	645-312-15-00	\$945.93	\$916.70
14469	135	645-312-36-00	\$945.93	\$916.70
13859	14	645-170-14-00	\$1,191.77	\$1,191.76
14469	125	645-312-26-00	\$945.93	\$916.70
13928	46	645-212-06-00	\$1,222.25	\$1,222.24
14469	134	645-312-35-00	\$945.43	\$870.26
13859	50	645-171-15-00	\$1,188.63	\$1,188.62
16109	2	645-040-77-25	\$1,180.30	\$1,085.46
16109	2	645-040-77-26	\$1,180.32	\$987.42
16109	2	645-040-77-28	\$1,180.32	\$987.42
16109	2	645-040-77-29	\$1,180.32	\$987.42
16109	2	645-040-77-30	\$810.03	\$795.70
16109	2	645-040-77-31	\$810.03	\$795.70
16109	2	645-040-77-27	\$1,180.32	\$987.42
16109	2	645-040-78-13	\$823.94	\$809.36
16109	2	645-040-78-14	\$823.94	\$809.36
16109	2	645-040-78-15	\$1,200.57	\$1,004.36
16109	2	645-040-78-16	\$1,200.57	\$1,004.36
16109	2	645-040-78-17	\$1,200.57	\$1,004.36
16109	2	645-040-78-18	\$1,200.57	\$1,004.36
16109	2	645-040-78-19	\$1,200.55	\$1,104.10
13928	154	645-213-17-00	\$1,222.25	\$1,222.24
14469	126	645-312-27-00	\$944.57	\$791.64
16109	2	645-040-77-07	\$1,180.30	\$1,085.46
16109	2	645-040-77-08	\$1,180.32	\$987.42
16109	2	645-040-77-09	\$1,180.32	\$987.42
16109	2	645-040-77-10	\$810.03	\$795.70
16109	2	645-040-77-11	\$810.03	\$795.70
13859	26	645-171-08-00	\$1,191.77	\$1,191.76

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	143	645-213-06-00	\$1,222.25	\$1,222.24
14469	133	645-312-34-00	\$945.93	\$916.70
13928	45	645-212-05-00	\$1,222.25	\$1,222.24
13928	142	645-213-05-00	\$1,222.25	\$1,222.24
14469	115	645-312-16-00	\$945.43	\$870.26
14469	127	645-312-28-00	\$945.43	\$870.26
13859	13	645-170-13-00	\$1,191.77	\$1,191.76
14469	132	645-312-33-00	\$944.57	\$791.64
13859	49	645-171-14-00	\$1,191.77	\$1,191.76
14469	116	645-312-17-00	\$945.43	\$870.26
13928	144	645-213-07-00	\$1,222.25	\$1,222.24
14469	128	645-312-29-00	\$945.43	\$870.26
13928	44	645-212-04-00	\$988.20	\$988.20
13928	141	645-213-04-00	\$1,222.25	\$1,222.24
13859	27	645-171-09-00	\$963.53	\$963.52
14469	129	645-312-30-00	\$945.93	\$916.70
13928	145	645-213-08-00	\$1,222.25	\$1,222.24
13859	48	645-171-13-00	\$1,191.77	\$1,191.76
13928	43	645-212-03-00	\$1,222.25	\$1,222.24
13928	140	645-213-03-00	\$988.20	\$988.20
14469	131	645-312-32-00	\$945.43	\$870.26
13859	12	645-170-12-00	\$1,191.77	\$1,191.76
14469	130	645-312-31-00	\$944.57	\$791.64
13859	28	645-171-10-00	\$1,191.77	\$1,191.76
13928	41	645-212-01-00	\$1,222.25	\$1,222.24
13928	42	645-212-02-00	\$1,222.25	\$1,222.24
13928	139	645-213-02-00	\$1,222.25	\$1,222.24
13859	47	645-171-12-00	\$1,191.77	\$1,191.76
13859	29	645-171-11-00	\$1,191.77	\$1,191.76
13928	146	645-213-09-00	\$1,222.25	\$1,222.24
13859	11	645-170-11-00	\$963.53	\$963.52
13928	138	645-213-01-00	\$1,222.25	\$1,222.24
13859	D	645-171-50-00	\$0.00	\$0.00
13859	10	645-170-10-00	\$1,191.77	\$1,191.76
13859	46	645-172-17-00	\$1,191.77	\$1,191.76
13859	30	645-172-01-00	\$1,191.77	\$1,191.76
13859	84	645-172-18-00	\$1,191.77	\$1,191.76
13859	101	645-172-35-00	\$1,191.77	\$1,191.76
13859	85	645-172-19-00	\$1,191.77	\$1,191.76
16109	2	645-040-77-32	\$1,180.32	\$987.42
16109	2	645-040-77-33	\$1,180.32	\$987.42
16109	2	645-040-77-34	\$1,180.32	\$987.42

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-35	\$1,180.30	\$1,085.46
16109	2	645-040-77-36	\$1,180.32	\$987.42
16109	2	645-040-77-37	\$1,180.32	\$987.42
16109	2	645-040-77-38	\$1,180.32	\$987.42
16109	2	645-040-77-39	\$1,180.32	\$987.42
16109	2	645-040-77-40	\$1,180.30	\$1,085.46
16109	2	645-040-77-41	\$1,180.32	\$987.42
16109	2	645-040-77-42	\$1,180.32	\$987.42
16109	2	645-040-77-43	\$1,180.32	\$987.42
13859	45	645-172-16-00	\$1,191.77	\$1,191.76
13859	31	645-172-02-00	\$1,191.77	\$1,191.76
13859	9	645-170-09-00	\$1,191.77	\$1,191.76
13859	100	645-172-34-00	\$1,191.77	\$1,191.76
13859	86	645-172-20-00	\$1,191.77	\$1,191.76
13859	B	645-170-26-00	\$0.00	\$0.00
13859	44	645-172-15-00	\$1,191.77	\$1,191.76
13859	A	645-170-25-00	\$0.00	\$0.00
13859	32	645-172-03-00	\$963.53	\$963.52
13859	87	645-172-21-00	\$963.53	\$963.52
13859	99	645-172-33-00	\$1,191.77	\$1,191.76
13859	43	645-172-14-00	\$1,191.77	\$1,191.76
13859	8	645-170-08-00	\$1,191.77	\$1,191.76
13859	88	645-172-22-00	\$1,191.77	\$1,191.76
13859	98	645-172-32-00	\$1,191.77	\$1,191.76
13859	33	645-172-04-00	\$1,191.77	\$1,191.76
13859	42	645-172-13-00	\$963.53	\$963.52
13859	89	645-172-23-00	\$1,191.77	\$1,191.76
13859	G	645-172-38-00	\$0.00	\$0.00
13859	97	645-172-31-00	\$1,191.77	\$1,191.76
13859	F	645-172-37-00	\$0.00	\$0.00
13859	7	645-170-07-00	\$1,191.77	\$1,191.76
13859	34	645-172-05-00	\$1,191.77	\$1,191.76
13859	90	645-172-24-00	\$963.53	\$963.52
13859	41	645-172-12-00	\$1,191.77	\$1,191.76
13859	91	645-172-25-00	\$1,191.77	\$1,191.76
13859	96	645-172-30-00	\$1,191.77	\$1,191.76
16109	2	645-040-74-02	\$1,180.32	\$987.42
16109	2	645-040-74-01	\$1,278.37	\$1,085.46
16109	2	645-040-74-03	\$1,180.32	\$987.42
16109	2	645-040-74-04	\$1,180.30	\$1,085.46
16109	2	645-040-74-05	\$1,180.32	\$987.42
16109	2	645-040-74-06	\$1,180.32	\$987.42

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-07	\$1,180.32	\$987.42
16109	2	645-040-74-08	\$1,180.32	\$987.42
16109	2	645-040-74-09	\$1,180.30	\$1,085.46
16109	2	645-040-74-10	\$1,180.32	\$987.42
16109	2	645-040-74-11	\$1,180.32	\$987.42
16109	2	645-040-74-12	\$1,180.32	\$987.42
13859	40	645-172-11-00	\$963.53	\$963.52
13859	35	645-172-06-00	\$1,191.77	\$1,191.76
13859	6	645-170-06-00	\$1,191.77	\$1,191.76
16109	2	645-040-77-91	\$1,200.57	\$1,004.36
16109	2	645-040-77-80	\$1,200.57	\$1,004.36
16109	2	645-040-77-81	\$1,200.57	\$1,004.36
16109	2	645-040-77-82	\$1,200.57	\$1,004.36
16109	2	645-040-77-83	\$1,200.55	\$1,104.10
16109	2	645-040-77-84	\$1,200.57	\$1,004.36
16109	2	645-040-77-85	\$1,200.57	\$1,004.36
16109	2	645-040-77-86	\$1,200.57	\$1,004.36
16109	2	645-040-77-87	\$1,200.57	\$1,004.36
16109	2	645-040-77-88	\$1,200.55	\$1,104.10
16109	2	645-040-77-89	\$1,200.57	\$1,004.36
16109	2	645-040-77-90	\$1,200.57	\$1,004.36
13859	92	645-172-26-00	\$1,191.77	\$1,191.76
13859	95	645-172-29-00	\$1,191.77	\$1,191.76
13859	5	645-170-05-00	\$1,191.77	\$1,191.76
13859	39	645-172-10-00	\$1,191.77	\$1,191.76
13859	36	645-172-07-00	\$1,191.77	\$1,191.76
13859	93	645-172-27-00	\$1,191.77	\$1,191.76
13859	38	645-172-09-00	\$1,191.77	\$1,191.76
13859	94	645-172-28-00	\$1,191.77	\$1,191.76
13859	37	645-172-08-00	\$1,191.77	\$1,191.76
13859	4	645-170-04-00	\$1,191.77	\$1,191.76
13859	M	645-172-40-00	\$0.00	\$0.00
13859	3	645-170-03-00	\$1,191.77	\$1,191.76
13859	2	645-170-02-00	\$1,191.77	\$1,191.76
13859	1	645-170-01-00	\$1,191.77	\$1,191.76
15157	1	645-380-01-00	\$0.00	\$0.00
14258	11	645-280-26-00	\$0.00	\$0.00
20870	PAR 2	645-380-13-00	\$0.00	\$0.00
14258	4	645-280-04-00	\$0.00	\$0.00
14258	3	645-280-03-00	\$0.00	\$0.00
14258	2	645-280-02-00	\$0.00	\$0.00
14258	1	645-280-01-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-11-01	\$0.00	\$0.00
16413	2	645-410-11-02	\$0.00	\$0.00
16413	2	645-410-11-03	\$0.00	\$0.00
16413	2	645-410-11-04	\$0.00	\$0.00
16413	2	645-410-11-05	\$0.00	\$0.00
16413	2	645-410-11-06	\$0.00	\$0.00
16413	2	645-410-11-07	\$0.00	\$0.00
16413	2	645-410-11-08	\$0.00	\$0.00
16413	2	645-410-11-09	\$0.00	\$0.00
16413	2	645-410-11-10	\$0.00	\$0.00
16413	2	645-410-11-11	\$0.00	\$0.00
16413	2	645-410-11-12	\$0.00	\$0.00
16413	2	645-410-10-57	\$1,014.37	\$887.56
16413	2	645-410-10-58	\$1,014.34	\$996.40
16413	2	645-410-10-59	\$1,478.01	\$1,236.46
16413	2	645-410-10-60	\$1,478.01	\$1,236.46
16413	2	645-410-10-61	\$1,478.01	\$1,236.46
16413	2	645-410-10-62	\$1,478.01	\$1,236.46
16413	2	645-410-10-63	\$1,477.99	\$1,359.24
16413	2	645-410-11-76	\$241.55	\$0.00
16413	2	645-410-11-77	\$118.73	\$0.00
16413	2	645-410-11-78	\$241.55	\$0.00
16413	2	645-410-11-79	\$118.73	\$0.00
16413	2	645-410-11-80	\$241.55	\$0.00
16413	2	645-410-11-81	\$118.73	\$0.00
16413	2	645-410-11-69	\$1,014.37	\$887.56
16413	2	645-410-11-70	\$1,014.34	\$996.40
16413	2	645-410-11-71	\$1,478.01	\$1,236.46
16413	2	645-410-11-72	\$1,478.01	\$1,236.46
16413	2	645-410-11-73	\$1,478.01	\$1,236.46
16413	2	645-410-11-74	\$1,478.01	\$1,236.46
16413	2	645-410-11-75	\$1,477.99	\$1,359.24
14730	49	645-341-26-00	\$1,398.31	\$1,398.30
14730	48	645-341-25-00	\$1,130.51	\$1,130.50
14730	50	645-341-27-00	\$1,082.66	\$1,048.72
14730	47	645-341-24-00	\$1,398.31	\$1,398.30
14730	51	645-341-28-00	\$1,130.51	\$1,130.50
14730	46	645-341-23-00	\$1,082.66	\$1,048.72
14730	52	645-341-29-00	\$1,082.66	\$1,048.72
14730	45	645-341-22-00	\$1,398.31	\$1,398.30
14730	92	645-341-35-00	\$1,019.40	\$987.62
14730	180	645-060-45-07	\$1,179.22	\$986.32

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-45-08	\$854.96	\$854.94
14730	180	645-060-45-09	\$854.96	\$854.94
14730	180	645-060-45-10	\$1,179.22	\$986.32
14730	91	645-341-34-00	\$1,316.85	\$1,316.84
14730	180	645-060-45-01	\$1,179.22	\$986.32
14730	180	645-060-45-02	\$854.96	\$854.94
14730	180	645-060-45-03	\$1,179.22	\$986.32
14730	90	645-342-34-00	\$1,019.05	\$852.86
14730	180	645-060-43-01	\$1,179.22	\$986.32
14730	180	645-060-43-02	\$1,179.22	\$986.32
14730	180	645-060-43-03	\$854.96	\$854.94
14730	180	645-060-43-04	\$1,179.22	\$986.32
14730	180	645-060-43-05	\$854.96	\$854.94
14730	180	645-060-43-06	\$1,179.22	\$986.32
14730	89	645-342-33-00	\$1,316.85	\$1,316.84
14730	180	645-060-43-13	\$1,179.22	\$986.32
14730	180	645-060-43-15	\$854.96	\$854.94
14730	180	645-060-43-16	\$1,179.22	\$986.32
14730	180	645-060-43-07	\$1,179.22	\$986.32
14730	180	645-060-43-08	\$1,179.22	\$986.32
14730	180	645-060-43-09	\$854.96	\$854.94
14730	180	645-060-43-10	\$1,179.22	\$986.32
14730	180	645-060-43-11	\$854.96	\$854.94
14730	180	645-060-43-12	\$1,179.22	\$986.32
14730	180	645-060-44-11	\$1,179.22	\$986.32
14730	180	645-060-44-12	\$854.96	\$854.94
14730	180	645-060-44-13	\$854.96	\$854.94
14730	180	645-060-44-14	\$1,179.22	\$986.32
14730	88	645-342-32-00	\$1,019.40	\$987.62
14730	180	645-060-44-01	\$1,179.22	\$986.32
14730	180	645-060-44-02	\$854.96	\$854.94
14730	180	645-060-44-03	\$1,179.22	\$986.32
14730	180	645-060-44-04	\$854.96	\$854.94
14730	180	645-060-44-05	\$1,179.22	\$986.32
14730	87	645-342-31-00	\$1,316.85	\$1,316.84
14730	180	645-060-44-06	\$1,179.22	\$986.32
14730	180	645-060-44-07	\$854.96	\$854.94
14730	180	645-060-44-08	\$1,179.22	\$986.32
14730	180	645-060-44-09	\$854.96	\$854.94
14730	180	645-060-44-10	\$1,179.22	\$986.32
14730	86	645-342-30-00	\$1,019.40	\$987.62
14730	180	645-060-45-04	\$1,179.22	\$986.32

**San Ysidro School District
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Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-45-05	\$854.96	\$854.94
14730	180	645-060-45-06	\$1,179.22	\$986.32
14730	85	645-342-29-00	\$1,316.85	\$1,316.84
14730	109	645-342-42-00	\$1,019.05	\$852.86
14730	84	645-342-28-00	\$1,019.40	\$987.62
14730	110	645-342-43-00	\$1,019.40	\$987.62
14730	83	645-342-27-00	\$1,019.40	\$987.62
14730	111	645-342-44-00	\$1,316.85	\$1,316.84
14730	82	645-342-26-00	\$1,316.85	\$1,316.84
14730	81	645-342-25-00	\$1,019.40	\$987.62
14730	112	645-342-45-00	\$1,019.40	\$987.62
14730	80	645-342-24-00	\$1,316.85	\$1,316.84
14730	113	645-342-46-00	\$1,019.40	\$987.62
14730	114	645-342-47-00	\$1,316.85	\$1,316.84
14730	79	645-342-23-00	\$1,316.85	\$1,316.84
14730	69	645-342-13-00	\$1,064.66	\$1,064.66
14730	78	645-342-22-00	\$1,064.66	\$1,064.66
14730	70	645-342-14-00	\$1,019.05	\$852.86
14730	77	645-342-21-00	\$1,316.85	\$1,316.84
14730	71	645-342-15-00	\$1,316.85	\$1,316.84
14730	76	645-342-20-00	\$1,019.40	\$987.62
14730	72	645-342-16-00	\$1,019.40	\$987.62
14730	75	645-342-19-00	\$1,064.66	\$1,064.66
14730	73	645-342-17-00	\$1,064.66	\$1,064.66
14730	74	645-342-18-00	\$1,316.85	\$1,316.84
13928	167	645-212-47-00	\$1,222.25	\$1,222.24
13530	14	645-110-14-00	\$922.72	\$893.80
13928	168	645-212-48-00	\$1,222.25	\$1,222.24
13928	96	645-212-23-00	\$968.54	\$968.54
13530	92	645-111-36-00	\$891.49	\$745.80
13928	95	645-212-22-00	\$1,197.95	\$1,197.94
13530	103	645-111-47-00	\$891.49	\$745.80
13530	15	645-110-15-00	\$922.72	\$893.80
13928	169	645-212-49-00	\$1,222.25	\$1,222.24
13530	29	645-111-02-00	\$891.44	\$703.66
13928	97	645-212-24-00	\$1,197.95	\$1,197.94
13530	91	645-111-35-00	\$891.44	\$703.66
13530	102	645-111-46-00	\$891.44	\$703.66
13928	94	645-212-21-00	\$968.54	\$968.54
13530	30	645-111-03-00	\$891.49	\$819.88
13530	104	645-111-48-00	\$891.49	\$819.88
13928	170	645-212-50-00	\$988.20	\$988.20

San Ysidro School District
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	16	645-110-16-00	\$922.72	\$893.80
13530	90	645-111-34-00	\$891.49	\$819.88
13928	98	645-212-25-00	\$1,197.95	\$1,197.94
13530	13	645-110-13-00	\$922.72	\$893.80
13928	93	645-212-20-00	\$1,197.95	\$1,197.94
13530	31	645-111-04-00	\$891.49	\$745.80
13928	171	645-212-51-00	\$1,222.25	\$1,222.24
13530	101	645-111-45-00	\$891.49	\$819.88
13530	17	645-110-17-00	\$922.72	\$893.80
13530	89	645-111-33-00	\$891.49	\$745.80
13530	32	645-111-05-00	\$891.44	\$703.66
13928	172	645-212-52-00	\$1,222.25	\$1,222.24
13928	99	645-212-26-00	\$1,197.95	\$1,197.94
13928	92	645-212-19-00	\$1,197.95	\$1,197.94
13530	18	645-110-18-00	\$922.91	\$848.56
13530	88	645-111-32-00	\$891.49	\$819.88
13530	33	645-111-06-00	\$891.49	\$819.88
13530	100	645-111-44-00	\$891.49	\$745.80
13530	105	645-111-49-00	\$891.49	\$745.80
13928	173	645-212-53-00	\$1,222.25	\$1,222.24
13530	19	645-110-19-00	\$922.72	\$893.80
13928	100	645-212-27-00	\$1,197.95	\$1,197.94
13530	87	645-111-31-00	\$891.49	\$745.80
13928	91	645-212-18-00	\$1,197.95	\$1,197.94
13530	34	645-111-07-00	\$891.49	\$745.80
13928	174	645-212-54-00	\$1,222.25	\$1,222.24
13530	99	645-111-43-00	\$891.49	\$819.88
13530	20	645-110-20-00	\$922.91	\$848.56
13530	86	645-111-30-00	\$891.49	\$819.88
13530	35	645-111-08-00	\$891.49	\$819.88
13928	101	645-212-28-00	\$1,197.95	\$1,197.94
13928	90	645-212-17-00	\$1,197.95	\$1,197.94
13530	106	645-111-50-00	\$891.49	\$819.88
13928	175	645-212-55-00	\$1,222.25	\$1,222.24
13530	21	645-110-21-00	\$922.72	\$893.80
13530	85	645-111-29-00	\$891.44	\$703.66
13530	36	645-111-09-00	\$891.44	\$703.66
13928	102	645-212-29-00	\$968.54	\$968.54
13530	98	645-111-42-00	\$891.49	\$745.80
13530	116	645-111-60-00	\$891.45	\$863.60
13928	176	645-212-56-00	\$1,222.25	\$1,222.24
13530	115	645-111-59-00	\$891.45	\$863.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	89	645-212-16-00	\$1,197.95	\$1,197.94
13530	37	645-111-10-00	\$891.49	\$819.88
13928	103	645-212-30-00	\$1,197.95	\$1,197.94
13530	84	645-111-28-00	\$891.44	\$703.66
13530	107	645-111-51-00	\$891.44	\$703.66
13530	22	645-110-22-00	\$922.72	\$893.80
13530	117	645-111-61-00	\$891.45	\$863.60
13928	177	645-212-57-00	\$1,222.25	\$1,222.24
13530	97	645-111-41-00	\$891.44	\$703.66
13530	38	645-111-11-00	\$891.49	\$745.80
13928	104	645-212-31-00	\$1,197.95	\$1,197.94
13928	88	645-212-15-00	\$1,197.95	\$1,197.94
13530	108	645-111-52-00	\$891.49	\$745.80
13530	83	645-111-27-00	\$891.49	\$745.80
13530	118	645-111-62-00	\$891.45	\$863.60
13530	39	645-111-12-00	\$891.49	\$819.88
13928	178	645-212-58-00	\$1,222.25	\$1,222.24
13530	23	645-110-23-00	\$922.72	\$893.80
13928	105	645-212-32-00	\$1,197.95	\$1,197.94
13530	96	645-111-40-00	\$891.49	\$745.80
13530	40	645-111-13-00	\$891.44	\$703.66
13530	5	645-110-05-00	\$891.45	\$863.60
13928	87	645-212-14-00	\$1,197.95	\$1,197.94
13530	119	645-111-63-00	\$891.49	\$819.88
13530	109	645-111-53-00	\$891.49	\$819.88
13530	82	645-111-26-00	\$891.44	\$703.66
13530	41	645-111-14-00	\$891.49	\$819.88
13928	106	645-212-33-00	\$1,197.95	\$1,197.94
13530	114	645-111-58-00	\$891.45	\$863.60
13530	24	645-110-24-00	\$922.72	\$893.80
13530	120	645-111-64-00	\$891.45	\$863.60
13928	179	645-212-59-00	\$1,222.25	\$1,222.24
13530	4	645-110-04-00	\$891.45	\$863.60
13530	42	645-111-15-00	\$891.49	\$745.80
13530	95	645-111-39-00	\$891.49	\$819.88
13928	86	645-212-13-00	\$1,197.95	\$1,197.94
13530	121	645-111-65-00	\$891.45	\$863.60
13928	107	645-212-34-00	\$1,197.95	\$1,197.94
13530	81	645-111-25-00	\$891.49	\$819.88
13530	43	645-111-16-00	\$891.49	\$819.88
13928	180	645-212-60-00	\$1,222.25	\$1,222.24
13530	3	645-110-03-00	\$891.49	\$819.88

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	25	645-110-25-00	\$922.91	\$848.56
13928	85	645-212-12-00	\$1,197.95	\$1,197.94
13530	44	645-111-17-00	\$891.49	\$745.80
13530	122	645-111-66-00	\$891.45	\$863.60
13928	181	645-212-61-00	\$988.20	\$988.20
13530	2	645-110-02-00	\$922.72	\$893.80
13530	45	645-111-18-00	\$891.49	\$819.88
13530	80	645-111-24-00	\$891.49	\$745.80
13530	113	645-111-57-00	\$891.45	\$863.60
13928	84	645-211-66-00	\$1,197.95	\$1,197.94
13530	46	645-111-19-00	\$891.49	\$745.80
13530	1	645-110-01-00	\$922.72	\$893.80
13530	123	645-111-67-00	\$891.45	\$863.60
13530	47	645-111-20-00	\$891.49	\$819.88
13530	124	645-111-68-00	\$891.45	\$863.60
13928	83	645-211-65-00	\$1,197.95	\$1,197.94
13530	48	645-112-01-00	\$891.49	\$819.88
13530	79	645-111-23-00	\$891.44	\$703.66
13610	38	645-130-38-00	\$891.45	\$863.60
13928	182	645-212-62-00	\$1,222.25	\$1,222.24
13610	37	645-130-37-00	\$891.45	\$863.60
13928	120	645-210-12-00	\$1,191.77	\$1,191.76
13928	82	645-211-64-00	\$1,197.95	\$1,197.94
13530	49	645-112-02-00	\$891.44	\$703.66
13928	183	645-213-18-00	\$1,222.25	\$1,222.24
13530	78	645-111-22-00	\$891.49	\$819.88
13928	184	645-213-19-00	\$1,222.25	\$1,222.24
13530	50	645-112-03-00	\$891.49	\$819.88
13928	121	645-210-13-00	\$1,191.77	\$1,191.76
13530	77	645-111-21-00	\$891.49	\$745.80
13928	119	645-210-11-00	\$1,191.77	\$1,191.76
13928	81	645-211-63-00	\$1,197.95	\$1,197.94
13610	39	645-130-39-00	\$891.45	\$863.60
13928	185	645-213-20-00	\$988.20	\$988.20
13610	36	645-130-36-00	\$891.45	\$863.60
13530	51	645-112-04-00	\$891.49	\$745.80
13928	108	645-211-67-00	\$968.54	\$968.54
13530	76	645-112-29-00	\$891.49	\$819.88
13928	80	645-211-62-00	\$1,197.95	\$1,197.94
13610	40	645-130-40-00	\$891.49	\$819.88
13530	52	645-112-05-00	\$891.49	\$819.88
13928	186	645-213-21-00	\$1,222.25	\$1,222.24

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	122	645-210-14-00	\$963.53	\$963.52
13610	35	645-130-35-00	\$891.45	\$863.60
13928	149	645-213-12-00	\$1,222.25	\$1,222.24
13928	118	645-210-10-00	\$1,191.77	\$1,191.76
13928	187	645-213-22-00	\$1,222.25	\$1,222.24
13530	75	645-112-28-00	\$891.44	\$703.66
13928	148	645-213-11-00	\$1,222.25	\$1,222.24
13530	53	645-112-06-00	\$891.44	\$703.66
13928	109	645-211-68-00	\$1,197.95	\$1,197.94
13928	79	645-211-61-00	\$1,197.95	\$1,197.94
13928	188	645-213-23-00	\$1,222.25	\$1,222.24
13928	123	645-210-15-00	\$1,191.77	\$1,191.76
13530	74	645-112-27-00	\$891.49	\$819.88
13928	117	645-210-09-00	\$963.53	\$963.52
13610	41	645-130-41-00	\$891.45	\$863.60
13530	54	645-112-07-00	\$891.49	\$819.88
13928	189	645-213-24-00	\$1,222.25	\$1,222.24
13610	34	645-130-34-00	\$891.45	\$863.60
13928	110	645-211-69-00	\$1,191.77	\$1,191.76
13928	78	645-211-60-00	\$1,191.77	\$1,191.76
13928	190	645-213-25-00	\$1,222.25	\$1,222.24
13530	73	645-112-26-00	\$891.49	\$745.80
13530	55	645-112-08-00	\$891.49	\$745.80
13928	191	645-213-26-00	\$988.20	\$988.20
13928	124	645-210-16-00	\$1,191.77	\$1,191.76
13928	116	645-210-08-00	\$1,191.77	\$1,191.76
13928	111	645-211-70-00	\$1,191.77	\$1,191.76
13530	PAR 2	645-112-33-00	\$891.49	\$745.80
13928	77	645-211-59-00	\$1,191.77	\$1,191.76
13530	56	645-112-09-00	\$891.49	\$819.88
13928	192	645-213-27-00	\$1,222.25	\$1,222.24
13610	33	645-130-33-00	\$891.49	\$819.88
13928	147	645-213-10-00	\$988.20	\$988.20
13928	193	645-213-28-00	\$1,222.25	\$1,222.24
13530	PAR 1	645-112-32-00	\$891.44	\$703.66
13928	76	645-211-58-00	\$1,191.77	\$1,191.76
13530	57	645-112-10-00	\$891.44	\$703.66
13928	194	645-213-29-00	\$1,222.25	\$1,222.24
13928	112	645-211-71-00	\$963.53	\$963.52
13610	32	645-130-32-00	\$891.45	\$863.60
13530	70	645-112-23-00	\$891.49	\$745.80
13928	195	645-213-30-00	\$1,222.25	\$1,222.24

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	58	645-112-11-00	\$891.49	\$819.88
13610	31	645-130-31-00	\$891.45	\$863.60
13928	75	645-211-57-00	\$1,191.77	\$1,191.76
13928	196	645-213-31-00	\$988.20	\$988.20
13530	69	645-112-22-00	\$891.49	\$819.88
13928	113	645-211-72-00	\$1,191.77	\$1,191.76
13928	74	645-211-56-00	\$1,191.77	\$1,191.76
13530	59	645-112-12-00	\$891.49	\$745.80
13530	68	645-112-21-00	\$891.49	\$745.80
13530	60	645-112-13-00	\$891.49	\$819.88
13928	197	645-213-32-00	\$1,222.25	\$1,222.24
13928	198	645-213-33-00	\$1,222.25	\$1,222.24
13530	67	645-112-20-00	\$891.49	\$819.88
13530	61	645-112-14-00	\$891.44	\$703.66
13928	199	645-213-34-00	\$988.20	\$988.20
13530	62	645-112-15-00	\$891.49	\$819.88
13928	200	645-213-35-00	\$1,222.25	\$1,222.24
13610	29	645-130-29-00	\$891.49	\$819.88
13530	66	645-112-19-00	\$891.49	\$745.80
13610	28	645-130-28-00	\$891.45	\$863.60
13530	63	645-112-16-00	\$891.49	\$745.80
13530	65	645-112-18-00	\$891.49	\$819.88
13530	64	645-112-17-00	\$891.44	\$703.66
13530	PAR A	645-113-17-00	\$0.00	\$0.00
13859	102	645-170-19-00	\$1,191.77	\$1,191.76
13610	27	645-130-27-00	\$891.45	\$863.60
13610	19	645-130-19-00	\$891.45	\$863.60
13610	26	645-130-26-00	\$891.45	\$863.60
13859	103	645-170-20-00	\$1,191.77	\$1,191.76
13530	PAR 1	645-113-15-00	\$0.00	\$0.00
13610	20	645-130-20-00	\$891.45	\$863.60
13610	25	645-130-25-00	\$891.49	\$819.88
13859	104	645-170-21-00	\$1,191.77	\$1,191.76
13610	21	645-130-21-00	\$891.45	\$863.60
13859	107	645-170-24-00	\$1,191.77	\$1,191.76
13859	105	645-170-22-00	\$1,191.77	\$1,191.76
13610	24	645-130-24-00	\$891.45	\$863.60
13859	106	645-170-23-00	\$1,191.77	\$1,191.76
13610	22	645-130-22-00	\$891.49	\$819.88
13610	23	645-130-23-00	\$891.45	\$863.60
13859	E	645-172-36-00	\$0.00	\$0.00
13614	C	645-120-25-00	\$0.00	\$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13614	A	645-120-23-00	\$0.00	\$0.00
13859	J	645-172-39-00	\$0.00	\$0.00
14730	115	645-342-48-00	\$1,316.85	\$1,316.84
14730	68	645-342-12-00	\$1,316.85	\$1,316.84
13614	19	645-120-19-00	\$1,188.63	\$1,188.62
13613	57	645-141-09-00	\$1,188.63	\$1,188.62
14730	67	645-342-11-00	\$1,019.40	\$987.62
13610	46	645-140-46-00	\$930.95	\$930.94
14730	116	645-342-49-00	\$1,019.40	\$987.62
13613	77	645-141-29-00	\$1,151.48	\$1,151.48
13613	76	645-141-28-00	\$930.95	\$930.94
14730	66	645-342-10-00	\$1,316.85	\$1,316.84
13614	18	645-120-18-00	\$1,151.48	\$1,151.48
14730	117	645-342-50-00	\$1,019.40	\$987.62
13614	B	645-120-24-00	\$0.00	\$0.00
14730	65	645-342-09-00	\$1,019.40	\$987.62
13613	58	645-141-10-00	\$961.00	\$960.98
14730	118	645-342-51-00	\$1,019.40	\$987.62
14730	64	645-342-08-00	\$1,316.85	\$1,316.84
13610	45	645-140-45-00	\$930.95	\$930.94
13614	17	645-120-17-00	\$930.95	\$930.94
13613	H	645-140-51-00	\$0.00	\$0.00
14730	119	645-342-52-00	\$1,019.40	\$987.62
13613	78	645-141-30-00	\$930.95	\$930.94
13614	20	645-120-20-00	\$1,191.77	\$1,191.76
13613	75	645-141-27-00	\$1,151.48	\$1,151.48
14730	63	645-342-07-00	\$1,019.40	\$987.62
13613	68	645-141-20-00	\$1,151.48	\$1,151.48
13613	59	645-141-11-00	\$1,188.63	\$1,188.62
14730	62	645-342-06-00	\$1,019.40	\$987.62
14730	120	645-342-53-00	\$1,019.40	\$987.62
14730	61	645-342-05-00	\$1,316.85	\$1,316.84
13610	44	645-140-44-00	\$1,151.48	\$1,151.48
14730	121	645-342-54-00	\$1,316.85	\$1,316.84
13613	J	645-140-53-00	\$0.00	\$0.00
13613	60	645-141-12-00	\$961.00	\$960.98
14730	60	645-342-04-00	\$1,019.05	\$852.86
13859	K	645-171-53-00	\$0.00	\$0.00
13614	16	645-120-16-00	\$930.95	\$930.94
13613	79	645-141-31-00	\$1,151.48	\$1,151.48
13613	74	645-141-26-00	\$930.95	\$930.94
14730	122	645-342-55-00	\$1,019.05	\$852.86

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	59	645-342-03-00	\$1,019.40	\$987.62
13613	61	645-141-13-00	\$1,188.63	\$1,188.62
13614	15	645-120-15-00	\$1,191.77	\$1,191.76
13613	69	645-141-21-00	\$930.95	\$930.94
14730	123	645-341-45-00	\$1,064.66	\$1,064.66
14730	58	645-342-02-00	\$1,316.85	\$1,316.84
13610	43	645-140-43-00	\$930.95	\$930.94
13613	F	645-140-50-00	\$0.00	\$0.00
13613	62	645-141-14-00	\$961.00	\$960.98
13614	14	645-120-14-00	\$1,191.77	\$1,191.76
14730	124	645-341-46-00	\$1,316.85	\$1,316.84
13613	80	645-141-32-00	\$930.95	\$930.94
13614	21	645-120-21-00	\$1,191.77	\$1,191.76
13613	73	645-141-25-00	\$1,151.48	\$1,151.48
14730	57	645-342-01-00	\$1,064.66	\$1,064.66
13613	70	645-141-22-00	\$1,151.48	\$1,151.48
13613	63	645-141-15-00	\$1,188.63	\$1,188.62
14730	56	645-341-33-00	\$1,019.40	\$987.62
14730	125	645-341-47-00	\$1,064.66	\$1,064.66
13613	72	645-141-24-00	\$930.95	\$930.94
13614	22	645-120-22-00	\$1,191.77	\$1,191.76
13613	64	645-141-16-00	\$961.00	\$960.98
14730	55	645-341-32-00	\$1,316.85	\$1,316.84
13610	42	645-140-42-00	\$1,151.48	\$1,151.48
13614	13	645-120-13-00	\$1,191.77	\$1,191.76
14730	126	645-341-48-00	\$1,019.40	\$987.62
14730	54	645-341-31-00	\$1,064.66	\$1,064.66
13613	71	645-141-23-00	\$930.95	\$930.94
14730	53	645-341-30-00	\$1,316.85	\$1,316.84
13613	65	645-141-17-00	\$1,188.63	\$1,188.62
13859	I	645-171-52-00	\$0.00	\$0.00
13613	97	645-142-08-00	\$1,188.63	\$1,188.62
14730	103	645-342-36-00	\$1,064.66	\$1,064.66
14730	127	645-341-49-00	\$1,316.85	\$1,316.84
13613	K	645-142-38-00	\$0.00	\$0.00
13610	1	645-140-01-00	\$930.95	\$930.94
14730	128	645-341-50-00	\$1,064.66	\$1,064.66
13613	98	645-142-09-00	\$961.00	\$960.98
14730	102	645-342-35-00	\$1,316.85	\$1,316.84
14217	A	645-272-22-00	\$0.00	\$0.00
13610	18	645-140-18-00	\$1,151.48	\$1,151.48
13610	2	645-140-02-00	\$1,151.48	\$1,151.48

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	129	645-341-51-00	\$1,316.85	\$1,316.84
13610	29	645-140-29-00	\$930.95	\$930.94
13859	83	645-171-48-00	\$1,191.77	\$1,191.76
13859	79	645-171-44-00	\$1,191.77	\$1,191.76
13613	D	645-142-35-00	\$0.00	\$0.00
13613	99	645-142-10-00	\$1,188.63	\$1,188.62
14730	44	645-341-21-00	\$1,316.85	\$1,316.84
13610	19	645-140-19-00	\$930.95	\$930.94
14730	104	645-342-37-00	\$1,316.85	\$1,316.84
14730	130	645-341-52-00	\$1,019.40	\$987.62
13610	12	645-140-12-00	\$1,151.48	\$1,151.48
13610	3	645-140-03-00	\$930.95	\$930.94
13610	28	645-140-28-00	\$1,151.48	\$1,151.48
14217	D	645-272-23-00	\$0.00	\$0.00
13859	80	645-171-45-00	\$1,191.77	\$1,191.76
14730	131	645-341-53-00	\$1,130.51	\$1,130.50
13613	100	645-142-11-00	\$961.00	\$960.98
14730	43	645-341-20-00	\$1,083.18	\$905.64
13610	20	645-140-20-00	\$1,151.48	\$1,151.48
13610	11	645-140-11-00	\$930.95	\$930.94
14730	101	645-341-44-00	\$1,064.66	\$1,064.66
13610	4	645-140-04-00	\$1,151.48	\$1,151.48
13613	G	645-142-37-00	\$0.00	\$0.00
13610	27	645-140-27-00	\$930.95	\$930.94
13859	82	645-171-47-00	\$1,191.77	\$1,191.76
13859	81	645-171-46-00	\$1,191.77	\$1,191.76
13613	C	645-140-49-00	\$0.00	\$0.00
14730	42	645-341-19-00	\$1,398.31	\$1,398.30
14730	105	645-342-38-00	\$1,019.40	\$987.62
14730	132	645-341-54-00	\$1,083.18	\$905.64
13613	101	645-142-12-00	\$1,188.63	\$1,188.62
13610	21	645-140-21-00	\$930.95	\$930.94
13610	10	645-140-10-00	\$1,151.48	\$1,151.48
13613	110	645-142-21-00	\$961.00	\$960.98
13610	5	645-140-05-00	\$930.95	\$930.94
13610	26	645-140-26-00	\$1,151.48	\$1,151.48
13859	78	645-171-43-00	\$1,188.63	\$1,188.62
14730	41	645-341-18-00	\$1,082.66	\$1,048.72
13859	62	645-171-27-00	\$1,188.63	\$1,188.62
13613	115	645-142-26-00	\$1,188.63	\$1,188.62
13859	C	645-171-49-00	\$0.00	\$0.00
14730	100	645-341-43-00	\$1,316.85	\$1,316.84

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	22	645-140-22-00	\$1,151.48	\$1,151.48
14730	133	645-341-55-00	\$1,398.31	\$1,398.30
14217	M	645-272-25-00	\$0.00	\$0.00
13610	6	645-140-06-00	\$1,151.48	\$1,151.48
13610	9	645-140-09-00	\$930.95	\$930.94
13859	77	645-171-42-00	\$1,188.63	\$1,188.62
13613	111	645-142-22-00	\$1,188.63	\$1,188.62
14730	40	645-341-17-00	\$1,143.19	\$1,143.18
14217	E	645-272-24-00	\$0.00	\$0.00
13859	63	645-171-28-00	\$961.00	\$960.98
13613	114	645-142-25-00	\$961.00	\$960.98
14730	106	645-342-39-00	\$1,316.85	\$1,316.84
13610	25	645-140-25-00	\$930.95	\$930.94
13859	H	645-171-51-00	\$0.00	\$0.00
13613	NA	645-140-52-00	\$0.00	\$0.00
13610	7	645-140-07-00	\$930.95	\$930.94
13610	8	645-140-08-00	\$1,151.48	\$1,151.48
13613	112	645-142-23-00	\$961.00	\$960.98
13610	23	645-140-23-00	\$930.95	\$930.94
14730	134	645-341-56-00	\$1,094.72	\$1,060.46
13859	76	645-171-41-00	\$961.00	\$960.98
14730	39	645-341-16-00	\$1,049.53	\$1,049.52
13859	64	645-171-29-00	\$1,188.63	\$1,188.62
13610	24	645-140-24-00	\$1,151.48	\$1,151.48
13613	113	645-142-24-00	\$1,188.63	\$1,188.62
14730	99	645-341-42-00	\$1,064.66	\$1,064.66
13859	75	645-171-40-00	\$1,188.63	\$1,188.62
14730	38	645-341-15-00	\$1,004.92	\$973.56
14730	135	645-341-57-00	\$1,143.19	\$1,143.18
14217	F	645-271-43-00	\$0.00	\$0.00
14730	144	645-341-66-00	\$1,413.96	\$1,413.94
13859	74	645-171-39-00	\$1,188.63	\$1,188.62
14730	37	645-341-14-00	\$1,004.79	\$840.74
14730	98	645-341-41-00	\$1,019.40	\$987.62
14217	G	645-271-44-00	\$0.00	\$0.00
14730	136	645-341-58-00	\$1,413.96	\$1,413.94
14730	143	645-341-65-00	\$1,143.19	\$1,143.18
13859	73	645-171-38-00	\$1,188.63	\$1,188.62
14730	36	645-341-13-00	\$1,004.92	\$973.56
14730	97	645-341-40-00	\$1,064.66	\$1,064.66
14217	41	645-272-13-00	\$1,004.92	\$973.56
13859	72	645-171-37-00	\$1,188.63	\$1,188.62

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	142	645-341-64-00	\$1,413.96	\$1,413.94
14217	40	645-272-12-00	\$928.00	\$775.88
13859	65	645-171-30-00	\$1,188.63	\$1,188.62
14730	145	645-341-67-00	\$1,143.19	\$1,143.18
14730	35	645-341-12-00	\$1,413.96	\$1,413.94
14217	H	645-271-45-00	\$0.00	\$0.00
14217	42	645-272-14-00	\$1,004.90	\$924.26
13859	71	645-171-36-00	\$1,188.63	\$1,188.62
14217	39	645-272-11-00	\$927.69	\$852.92
14730	137	645-341-59-00	\$1,094.72	\$1,060.46
14730	96	645-341-39-00	\$1,316.85	\$1,316.84
14730	141	645-341-63-00	\$1,143.19	\$1,143.18
13859	66	645-171-31-00	\$1,188.63	\$1,188.62
14730	146	645-341-68-00	\$1,143.19	\$1,143.18
14217	43	645-272-15-00	\$1,004.92	\$973.56
14730	34	645-341-11-00	\$1,094.72	\$1,060.46
14217	38	645-272-10-00	\$927.69	\$852.92
14217	44	645-272-16-00	\$1,004.90	\$924.26
13859	70	645-171-35-00	\$1,188.63	\$1,188.62
14730	140	645-341-62-00	\$1,413.96	\$1,413.94
14217	37	645-272-09-00	\$927.54	\$898.46
13859	67	645-171-32-00	\$1,188.63	\$1,188.62
14730	147	645-341-69-00	\$0.00	\$0.00
14730	33	645-341-10-00	\$1,413.96	\$1,413.94
14730	95	645-341-38-00	\$1,064.66	\$1,064.66
14730	107	645-342-40-00	\$1,019.40	\$987.62
14217	45	645-272-17-00	\$1,004.92	\$973.56
14217	36	645-272-08-00	\$1,004.90	\$924.26
14730	139	645-341-61-00	\$1,095.03	\$915.80
13859	68	645-171-33-00	\$1,188.63	\$1,188.62
14730	148	645-341-70-00	\$1,094.72	\$1,060.46
14217	46	645-272-18-00	\$1,004.90	\$924.26
13859	69	645-171-34-00	\$1,188.63	\$1,188.62
14730	32	645-341-09-00	\$1,143.19	\$1,143.18
14217	35	645-272-07-00	\$923.14	\$771.88
14730	94	645-341-37-00	\$1,316.85	\$1,316.84
16109	2	645-040-74-14	\$1,180.32	\$987.42
16109	2	645-040-74-18	\$1,180.32	\$987.42
16109	2	645-040-74-13	\$1,180.32	\$987.42
16109	2	645-040-74-15	\$1,180.32	\$987.42
16109	2	645-040-74-16	\$1,180.30	\$1,085.46
16109	2	645-040-74-17	\$1,180.32	\$987.42

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-19	\$1,180.32	\$987.42
16109	2	645-040-74-20	\$1,180.32	\$987.42
16109	2	645-040-74-21	\$1,180.30	\$1,085.46
16109	2	645-040-74-22	\$1,180.32	\$987.42
16109	2	645-040-74-23	\$1,180.32	\$987.42
16109	2	645-040-74-24	\$1,180.32	\$987.42
14217	47	645-272-19-00	\$1,004.90	\$924.26
14730	138	645-341-60-00	\$1,143.19	\$1,143.18
14217	34	645-272-06-00	\$922.91	\$848.56
14730	149	645-341-71-00	\$1,413.96	\$1,413.94
14730	31	645-341-08-00	\$1,413.96	\$1,413.94
14730	108	645-342-41-00	\$1,316.85	\$1,316.84
16109	2	645-040-77-44	\$1,200.57	\$1,004.36
16109	2	645-040-77-45	\$1,200.57	\$1,004.36
16109	2	645-040-77-46	\$1,200.57	\$1,004.36
16109	2	645-040-77-47	\$1,200.55	\$1,104.10
16109	2	645-040-77-48	\$1,200.57	\$1,004.36
16109	2	645-040-77-49	\$1,200.57	\$1,004.36
16109	2	645-040-77-50	\$1,200.57	\$1,004.36
16109	2	645-040-77-51	\$1,200.57	\$1,004.36
16109	2	645-040-77-53	\$1,200.57	\$1,004.36
16109	2	645-040-77-54	\$1,200.57	\$1,004.36
16109	2	645-040-77-55	\$1,200.57	\$1,004.36
16109	2	645-040-77-52	\$1,200.55	\$1,104.10
14217	48	645-272-20-00	\$1,004.79	\$840.74
14217	33	645-272-05-00	\$922.72	\$893.80
14730	93	645-341-36-00	\$1,019.40	\$987.62
14730	30	645-341-07-00	\$1,094.72	\$1,060.46
16109	2	645-040-77-68	\$1,200.57	\$1,004.36
16109	2	645-040-77-69	\$1,200.57	\$1,004.36
16109	2	645-040-77-70	\$1,200.57	\$1,004.36
16109	2	645-040-77-71	\$1,200.55	\$1,104.10
16109	2	645-040-77-72	\$1,200.57	\$1,004.36
16109	2	645-040-77-73	\$1,200.57	\$1,004.36
16109	2	645-040-77-74	\$1,200.57	\$1,004.36
16109	2	645-040-77-75	\$1,200.57	\$1,004.36
16109	2	645-040-77-76	\$1,200.55	\$1,104.10
16109	2	645-040-77-77	\$1,200.57	\$1,004.36
16109	2	645-040-77-78	\$1,200.57	\$1,004.36
16109	2	645-040-77-79	\$1,200.57	\$1,004.36
14217	1	645-270-69-00	\$0.00	\$0.00
14217	32	645-272-04-00	\$927.69	\$852.92

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	31	645-272-03-00	\$927.54	\$898.46
14730	150	645-341-72-00	\$1,143.19	\$1,143.18
14217	49	645-272-21-00	\$1,004.92	\$973.56
14730	29	645-341-06-00	\$1,404.47	\$1,404.46
14217	30	645-272-02-00	\$927.69	\$852.92
16109	2	645-040-74-38	\$1,180.32	\$987.42
16109	2	645-040-74-39	\$1,180.32	\$987.42
16109	2	645-040-74-41	\$1,180.30	\$1,085.46
16109	2	645-040-74-42	\$1,180.32	\$987.42
16109	2	645-040-74-43	\$1,180.32	\$987.42
16109	2	645-040-74-44	\$1,180.32	\$987.42
16109	2	645-040-74-45	\$1,180.32	\$987.42
16109	2	645-040-74-46	\$1,180.30	\$1,085.46
16109	2	645-040-74-47	\$1,180.32	\$987.42
16109	2	645-040-74-48	\$1,180.32	\$987.42
16109	2	645-040-74-49	\$1,180.32	\$987.42
14217	J	645-270-70-00	\$0.00	\$0.00
14730	28	645-341-05-00	\$1,135.53	\$1,135.52
14217	29	645-272-01-00	\$927.54	\$898.46
14730	151	645-341-73-00	\$1,404.47	\$1,404.46
16109	2	645-040-77-56	\$1,200.57	\$1,004.36
16109	2	645-040-77-57	\$1,200.57	\$1,004.36
16109	2	645-040-77-58	\$1,200.57	\$1,004.36
16109	2	645-040-77-59	\$1,200.55	\$1,104.10
16109	2	645-040-77-60	\$1,200.57	\$1,004.36
16109	2	645-040-77-61	\$1,200.57	\$1,004.36
16109	2	645-040-77-62	\$1,200.57	\$1,004.36
16109	2	645-040-77-63	\$1,200.57	\$1,004.36
16109	2	645-040-77-64	\$1,200.55	\$1,104.10
16109	2	645-040-77-65	\$1,200.57	\$1,004.36
16109	2	645-040-77-66	\$1,200.57	\$1,004.36
16109	2	645-040-77-67	\$1,200.57	\$1,004.36
14730	27	645-341-04-00	\$1,404.47	\$1,404.46
14730	168	645-340-39-00	\$1,398.31	\$1,398.30
14217	28	645-271-12-00	\$928.00	\$775.88
14730	169	645-340-40-00	\$1,082.66	\$1,048.72
14217	27	645-271-11-00	\$927.69	\$852.92
14730	26	645-341-03-00	\$1,087.41	\$1,053.36
14730	167	645-340-38-00	\$1,130.51	\$1,130.50
14730	152	645-341-74-00	\$1,088.07	\$999.96
16109	2	645-040-74-40	\$1,180.32	\$987.42
14217	26	645-271-10-00	\$922.72	\$893.80

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	170	645-340-41-00	\$1,398.31	\$1,398.30
14730	25	645-341-02-00	\$1,135.53	\$1,135.52
14730	166	645-340-37-00	\$1,398.31	\$1,398.30
14217	25	645-271-09-00	\$922.91	\$848.56
14730	171	645-340-42-00	\$1,130.51	\$1,130.50
14217	24	645-271-08-00	\$923.14	\$771.88
14730	24	645-341-01-00	\$1,087.41	\$1,053.36
14730	165	645-340-36-00	\$1,082.66	\$1,048.72
14730	153	645-340-24-00	\$1,135.53	\$1,135.52
14217	23	645-271-07-00	\$922.72	\$893.80
14730	172	645-340-43-00	\$1,398.31	\$1,398.30
14730	23	645-340-23-00	\$1,404.47	\$1,404.46
14730	164	645-340-35-00	\$1,398.31	\$1,398.30
14217	22	645-271-06-00	\$922.91	\$848.56
14217	76	645-271-39-00	\$922.72	\$893.80
14730	173	645-340-44-00	\$1,082.66	\$1,048.72
14217	21	645-271-05-00	\$922.72	\$893.80
14730	163	645-340-34-00	\$1,082.66	\$1,048.72
16109	2	645-040-83-01	\$823.94	\$809.36
16109	2	645-040-83-02	\$823.94	\$809.36
16109	2	645-040-83-03	\$823.94	\$809.36
16109	2	645-040-83-04	\$823.94	\$809.36
16109	2	645-040-83-05	\$823.94	\$809.36
16109	2	645-040-83-06	\$823.94	\$809.36
16109	2	645-040-83-07	\$823.94	\$809.36
16109	2	645-040-83-08	\$1,200.57	\$1,004.36
16109	2	645-040-83-09	\$1,200.57	\$1,004.36
16109	2	645-040-83-10	\$1,200.57	\$1,004.36
16109	2	645-040-83-11	\$1,200.57	\$1,004.36
16109	2	645-040-78-44	\$823.94	\$809.36
16109	2	645-040-78-45	\$823.94	\$809.36
16109	2	645-040-78-46	\$1,200.57	\$1,004.36
16109	2	645-040-78-47	\$1,200.57	\$1,004.36
16109	2	645-040-78-48	\$1,200.55	\$1,104.10
16109	2	645-040-83-12	\$823.94	\$809.36
16109	2	645-040-83-13	\$823.94	\$809.36
16109	2	645-040-83-14	\$823.94	\$809.36
16109	2	645-040-83-15	\$823.94	\$809.36
16109	2	645-040-83-16	\$823.94	\$809.36
16109	2	645-040-83-17	\$823.94	\$809.36
16109	2	645-040-83-18	\$823.94	\$809.36
16109	2	645-040-83-19	\$1,200.57	\$1,004.36

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-83-20	\$1,200.57	\$1,004.36
16109	2	645-040-83-21	\$1,200.57	\$1,004.36
16109	2	645-040-83-22	\$1,200.57	\$1,004.36
14217	77	645-271-40-00	\$922.91	\$848.56
14217	20	645-271-04-00	\$923.14	\$771.88
16109	1	645-040-89-13	\$1,254.66	\$1,049.60
16109	1	645-040-89-14	\$1,254.66	\$1,049.60
16109	1	645-040-89-15	\$1,254.66	\$1,049.60
16109	1	645-040-89-16	\$1,254.66	\$1,049.60
16109	1	645-040-89-17	\$1,254.66	\$1,049.60
16109	1	645-040-89-18	\$861.05	\$845.82
16109	1	645-040-89-19	\$861.05	\$845.82
14730	174	645-340-45-00	\$1,398.31	\$1,398.30
14730	22	645-340-22-00	\$1,087.41	\$1,053.36
16109	1	645-040-89-20	\$861.05	\$845.82
16109	1	645-040-89-21	\$861.05	\$845.82
16109	1	645-040-89-22	\$1,254.66	\$1,049.60
16109	1	645-040-89-23	\$1,254.66	\$1,049.60
16109	1	645-040-89-24	\$1,254.66	\$1,049.60
16109	1	645-040-89-25	\$1,254.66	\$1,049.60
16109	1	645-040-89-26	\$1,254.66	\$1,049.60
16109	1	645-040-73-13	\$861.05	\$845.82
16109	1	645-040-73-14	\$861.05	\$845.82
16109	1	645-040-73-15	\$1,254.66	\$1,049.60
16109	1	645-040-73-16	\$1,254.66	\$1,049.60
16109	1	645-040-73-17	\$1,254.66	\$1,049.60
16109	1	645-040-73-18	\$1,254.64	\$1,153.84
14730	154	645-340-25-00	\$1,087.80	\$909.64
14730	162	645-340-33-00	\$1,398.31	\$1,398.30
14217	19	645-271-03-00	\$922.72	\$893.80
14217	78	645-271-41-00	\$923.14	\$771.88
16109	1	645-040-73-07	\$1,254.64	\$1,153.84
16109	1	645-040-73-08	\$1,254.66	\$1,049.60
16109	1	645-040-73-09	\$1,254.66	\$1,049.60
16109	1	645-040-73-10	\$1,254.66	\$1,049.60
16109	1	645-040-73-11	\$861.05	\$845.82
16109	1	645-040-73-12	\$861.05	\$845.82
14730	175	645-340-46-00	\$1,082.66	\$1,048.72
14730	21	645-340-21-00	\$1,404.47	\$1,404.46
14217	18	645-271-02-00	\$922.91	\$848.56
14730	155	645-340-26-00	\$1,087.41	\$1,053.36
16109	1	645-040-89-07	\$1,254.66	\$1,049.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-89-08	\$1,254.66	\$1,049.60
16109	1	645-040-89-09	\$1,254.66	\$1,049.60
16109	1	645-040-89-10	\$1,254.66	\$1,049.60
16109	1	645-040-89-11	\$861.05	\$845.82
16109	1	645-040-89-12	\$861.05	\$845.82
16109	2	645-040-78-39	\$1,200.55	\$1,104.10
16109	2	645-040-78-40	\$1,200.57	\$1,004.36
16109	2	645-040-78-41	\$1,200.57	\$1,004.36
16109	2	645-040-78-42	\$823.94	\$809.36
16109	2	645-040-78-43	\$823.94	\$809.36
16109	1	645-040-89-27	\$1,254.66	\$1,049.60
16109	1	645-040-89-28	\$1,254.66	\$1,049.60
16109	1	645-040-89-29	\$1,254.66	\$1,049.60
16109	1	645-040-89-30	\$1,254.66	\$1,049.60
16109	1	645-040-89-31	\$1,254.66	\$1,049.60
16109	1	645-040-89-32	\$861.05	\$845.82
16109	1	645-040-89-33	\$861.05	\$845.82
16109	1	645-040-89-34	\$861.05	\$845.82
16109	1	645-040-89-35	\$861.05	\$845.82
16109	1	645-040-89-36	\$1,254.66	\$1,049.60
16109	1	645-040-89-37	\$1,254.66	\$1,049.60
16109	1	645-040-89-38	\$1,254.66	\$1,049.60
16109	1	645-040-89-39	\$1,254.66	\$1,049.60
16109	1	645-040-89-40	\$1,254.66	\$1,049.60
14730	161	645-340-32-00	\$1,130.51	\$1,130.50
14217	79	645-271-42-00	\$922.91	\$848.56
14217	17	645-271-01-00	\$922.72	\$893.80
14730	176	645-340-47-00	\$1,130.51	\$1,130.50
16109	1	645-040-91-46	\$1,478.01	\$1,236.46
16109	1	645-040-91-47	\$1,478.01	\$1,236.46
16109	1	645-040-91-48	\$1,478.01	\$1,236.46
16109	1	645-040-91-49	\$1,478.01	\$1,236.46
16109	1	645-040-91-50	\$1,478.01	\$1,236.46
16109	1	645-040-91-51	\$1,014.34	\$996.40
16109	1	645-040-91-52	\$1,014.34	\$996.40
14730	20	645-340-20-00	\$1,135.53	\$1,135.52
16109	1	645-040-89-41	\$1,254.66	\$1,049.60
16109	1	645-040-89-42	\$1,254.66	\$1,049.60
16109	1	645-040-89-43	\$1,254.66	\$1,049.60
16109	1	645-040-89-44	\$1,254.66	\$1,049.60
16109	1	645-040-89-45	\$1,254.66	\$1,049.60
16109	1	645-040-89-46	\$861.05	\$845.82

San Ysidro School District
Community Facilities District No. 3
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-89-47	\$861.05	\$845.82
16109	1	645-040-89-48	\$861.05	\$845.82
16109	1	645-040-89-49	\$861.05	\$845.82
16109	1	645-040-89-50	\$1,254.66	\$1,049.60
16109	1	645-040-89-51	\$1,254.66	\$1,049.60
16109	1	645-040-89-52	\$1,254.66	\$1,049.60
16109	1	645-040-89-53	\$1,254.66	\$1,049.60
16109	1	645-040-89-54	\$1,254.66	\$1,049.60
14730	160	645-340-31-00	\$1,398.31	\$1,398.30
14217	16	645-270-16-00	\$927.69	\$852.92
16109	1	645-040-91-33	\$1,014.34	\$996.40
16109	1	645-040-91-34	\$1,014.34	\$996.40
16109	1	645-040-91-38	\$1,478.01	\$1,236.46
16109	1	645-040-91-39	\$1,478.01	\$1,236.46
16109	1	645-040-91-36	\$1,478.01	\$1,236.46
16109	1	645-040-91-37	\$1,478.01	\$1,236.46
14217	80	645-270-17-00	\$927.54	\$898.46
16109	1	645-040-91-35	\$1,478.01	\$1,236.46
14730	177	645-340-48-00	\$1,398.31	\$1,398.30
14730	19	645-340-19-00	\$1,087.41	\$1,053.36
14217	15	645-270-15-00	\$927.54	\$898.46
16109	1	645-040-89-01	\$1,254.66	\$1,049.60
16109	1	645-040-89-02	\$861.05	\$845.82
16109	1	645-040-89-03	\$1,254.66	\$1,049.60
16109	1	645-040-89-04	\$1,254.66	\$1,049.60
16109	1	645-040-89-05	\$861.05	\$845.82
16109	1	645-040-89-06	\$861.05	\$845.82
14217	81	645-270-18-00	\$928.00	\$775.88
16109	1	645-040-91-26	\$1,478.01	\$1,236.46
16109	1	645-040-91-27	\$1,478.01	\$1,236.46
16109	1	645-040-91-28	\$1,478.01	\$1,236.46
16109	1	645-040-91-29	\$1,478.01	\$1,236.46
16109	1	645-040-91-30	\$1,478.01	\$1,236.46
16109	1	645-040-91-31	\$1,014.34	\$996.40
16109	1	645-040-91-32	\$1,014.34	\$996.40
16109	1	645-040-89-55	\$1,254.66	\$1,049.60
16109	1	645-040-89-56	\$1,254.66	\$1,049.60
16109	1	645-040-89-57	\$1,254.66	\$1,049.60
16109	1	645-040-89-58	\$1,254.66	\$1,049.60
16109	1	645-040-89-59	\$1,254.66	\$1,049.60
16109	1	645-040-89-60	\$861.05	\$845.82
16109	1	645-040-89-61	\$861.05	\$845.82

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Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-89-62	\$861.05	\$845.82
16109	1	645-040-89-63	\$861.05	\$845.82
16109	1	645-040-89-64	\$1,254.66	\$1,049.60
16109	1	645-040-89-65	\$1,254.66	\$1,049.60
16109	1	645-040-89-66	\$1,254.66	\$1,049.60
16109	1	645-040-89-67	\$1,254.66	\$1,049.60
16109	1	645-040-89-68	\$1,254.66	\$1,049.60
14730	159	645-340-30-00	\$1,082.66	\$1,048.72
14730	156	645-340-27-00	\$1,087.80	\$909.64
14217	14	645-270-14-00	\$928.00	\$775.88
16109	1	645-040-91-07	\$861.05	\$845.82
16109	1	645-040-91-08	\$861.05	\$845.82
16109	1	645-040-91-09	\$1,254.66	\$1,049.60
16109	1	645-040-91-10	\$1,254.66	\$1,049.60
16109	1	645-040-91-11	\$1,254.66	\$1,049.60
16109	1	645-040-91-12	\$1,254.66	\$1,049.60
16109	1	645-040-91-13	\$1,254.66	\$1,049.60
14730	18	645-340-18-00	\$1,135.53	\$1,135.52
14730	178	645-340-49-00	\$1,083.18	\$905.64
14217	82	645-270-19-00	\$927.69	\$852.92
16109	2	645-040-78-51	\$1,200.57	\$1,004.36
16109	2	645-040-78-52	\$1,200.57	\$1,004.36
16109	2	645-040-78-53	\$1,200.55	\$1,104.10
16109	2	645-040-78-49	\$823.94	\$809.36
16109	2	645-040-78-50	\$823.94	\$809.36
14217	13	645-270-13-00	\$927.54	\$898.46
16109	1	645-040-91-01	\$1,254.66	\$1,049.60
16109	1	645-040-91-02	\$1,254.66	\$1,049.60
16109	1	645-040-91-03	\$1,254.66	\$1,049.60
16109	1	645-040-91-04	\$1,254.66	\$1,049.60
16109	1	645-040-91-05	\$861.05	\$845.82
16109	1	645-040-91-06	\$861.05	\$845.82
16109	2	645-040-78-54	\$1,200.55	\$1,104.10
16109	2	645-040-78-55	\$1,200.57	\$1,004.36
16109	2	645-040-78-56	\$1,200.57	\$1,004.36
16109	2	645-040-78-57	\$823.94	\$809.36
16109	2	645-040-78-58	\$823.94	\$809.36
16109	1	645-040-89-69	\$1,478.01	\$1,236.46
16109	1	645-040-89-70	\$1,478.01	\$1,236.46
16109	1	645-040-89-71	\$1,478.01	\$1,236.46
16109	1	645-040-89-72	\$1,478.01	\$1,236.46
16109	1	645-040-89-73	\$1,478.01	\$1,236.46

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Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-89-74	\$1,014.34	\$996.40
16109	1	645-040-89-75	\$1,014.34	\$996.40
16109	1	645-040-89-76	\$1,014.34	\$996.40
16109	1	645-040-89-77	\$1,014.34	\$996.40
16109	1	645-040-89-78	\$1,478.01	\$1,236.46
16109	1	645-040-89-79	\$1,478.01	\$1,236.46
16109	1	645-040-89-80	\$1,478.01	\$1,236.46
16109	1	645-040-89-81	\$1,478.01	\$1,236.46
16109	1	645-040-89-82	\$1,478.01	\$1,236.46
14730	158	645-340-29-00	\$1,130.51	\$1,130.50
14730	17	645-340-17-00	\$1,404.47	\$1,404.46
14217	12	645-270-12-00	\$927.69	\$852.92
16109	1	645-040-91-17	\$1,478.01	\$1,236.46
16109	1	645-040-91-18	\$1,478.01	\$1,236.46
16109	1	645-040-91-19	\$1,478.01	\$1,236.46
16109	1	645-040-91-14	\$1,014.34	\$996.40
16109	1	645-040-91-15	\$1,014.34	\$996.40
16109	1	645-040-91-16	\$1,478.01	\$1,236.46
16109	1	645-040-89-83	\$1,254.66	\$1,049.60
16109	1	645-040-89-84	\$861.05	\$845.82
16109	1	645-040-89-85	\$861.05	\$845.82
14217	11	645-270-11-00	\$928.00	\$775.88
16109	1	645-040-91-20	\$1,478.01	\$1,236.46
16109	1	645-040-91-21	\$1,478.01	\$1,236.46
16109	1	645-040-91-22	\$1,478.01	\$1,236.46
16109	1	645-040-91-23	\$1,478.01	\$1,236.46
16109	1	645-040-91-24	\$1,014.34	\$996.40
16109	1	645-040-91-25	\$1,014.34	\$996.40
14730	16	645-340-16-00	\$1,135.53	\$1,135.52
16109	1	645-040-89-86	\$848.01	\$833.00
16109	1	645-040-89-87	\$848.01	\$833.00
16109	1	645-040-89-88	\$1,235.65	\$1,033.70
16109	1	645-040-89-89	\$1,235.65	\$1,033.70
16109	1	645-040-89-90	\$1,235.65	\$1,033.70
16109	1	645-040-89-91	\$1,235.65	\$1,033.70
16109	2	645-040-79-05	\$1,007.17	\$1,007.16
16109	2	645-040-79-06	\$1,064.19	\$1,064.18
16109	2	645-040-79-07	\$1,064.19	\$1,064.18
16109	2	645-040-79-08	\$1,007.17	\$1,007.16
14217	C	645-270-68-00	\$0.00	\$0.00
16109	2	645-040-79-01	\$1,007.17	\$1,007.16
16109	2	645-040-79-02	\$1,064.19	\$1,064.18

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-03	\$1,064.19	\$1,064.18
16109	2	645-040-79-04	\$1,007.17	\$1,007.16
14730	179	645-340-50-00	\$1,130.51	\$1,130.50
14217	10	645-270-10-00	\$927.69	\$852.92
16109	1	645-040-91-40	\$1,014.34	\$996.40
16109	1	645-040-91-41	\$1,014.34	\$996.40
16109	1	645-040-91-42	\$1,478.01	\$1,236.46
16109	1	645-040-91-43	\$1,478.01	\$1,236.46
16109	1	645-040-91-44	\$1,478.01	\$1,236.46
16109	1	645-040-91-45	\$1,478.01	\$1,236.46
16109	1	645-040-73-43	\$1,254.64	\$1,153.84
16109	1	645-040-73-46	\$861.05	\$845.82
16109	1	645-040-73-44	\$1,254.66	\$1,049.60
16109	1	645-040-73-45	\$1,254.66	\$1,049.60
16109	1	645-040-73-47	\$861.05	\$845.82
14730	157	645-340-28-00	\$1,398.31	\$1,398.30
14217	B	645-270-67-00	\$0.00	\$0.00
14730	15	645-340-15-00	\$1,404.47	\$1,404.46
14217	9	645-270-09-00	\$928.00	\$775.88
16109	1	645-040-73-48	\$861.05	\$845.82
16109	1	645-040-73-52	\$1,254.64	\$1,153.84
16109	1	645-040-73-49	\$861.05	\$845.82
16109	1	645-040-73-50	\$1,254.66	\$1,049.60
16109	1	645-040-73-51	\$1,254.66	\$1,049.60
14217	K	645-270-71-00	\$0.00	\$0.00
14217	8	645-270-08-00	\$927.69	\$852.92
16109	1	645-040-87-05	\$1,254.64	\$1,153.84
16109	1	645-040-87-01	\$861.05	\$845.82
16109	1	645-040-87-02	\$861.05	\$845.82
16109	1	645-040-87-03	\$1,254.66	\$1,049.60
16109	1	645-040-87-04	\$1,254.66	\$1,049.60
14730	14	645-340-14-00	\$1,130.51	\$1,130.50
16109	1	645-040-73-42	\$1,254.64	\$1,153.84
16109	1	645-040-73-39	\$861.05	\$845.82
16109	1	645-040-73-40	\$861.05	\$845.82
16109	1	645-040-73-41	\$1,254.66	\$1,049.60
14217	7	645-270-07-00	\$927.54	\$898.46
14730	1	645-340-01-00	\$1,398.31	\$1,398.30
16109	1	645-040-87-09	\$1,254.66	\$1,049.60
16109	1	645-040-87-06	\$1,254.64	\$1,153.84
16109	1	645-040-87-07	\$1,254.66	\$1,049.60
16109	1	645-040-87-08	\$1,254.66	\$1,049.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-10	\$861.05	\$845.82
16109	1	645-040-87-11	\$861.05	\$845.82
16109	1	645-040-73-36	\$1,254.66	\$1,049.60
16109	1	645-040-73-37	\$861.05	\$845.82
16109	1	645-040-73-34	\$1,254.64	\$1,153.84
16109	1	645-040-73-35	\$1,254.66	\$1,049.60
16109	1	645-040-73-38	\$861.05	\$845.82
14730	13	645-340-13-00	\$1,398.31	\$1,398.30
14217	6	645-270-06-00	\$927.69	\$852.92
16109	1	645-040-87-12	\$861.05	\$845.82
16109	1	645-040-87-13	\$861.05	\$845.82
16109	1	645-040-87-14	\$1,254.66	\$1,049.60
16109	1	645-040-87-15	\$1,254.66	\$1,049.60
16109	1	645-040-87-16	\$1,254.66	\$1,049.60
16109	1	645-040-87-17	\$1,254.64	\$1,153.84
16109	1	645-040-73-30	\$861.05	\$845.82
16109	1	645-040-73-32	\$1,254.66	\$1,049.60
16109	1	645-040-73-29	\$861.05	\$845.82
16109	1	645-040-73-31	\$1,254.66	\$1,049.60
16109	1	645-040-73-33	\$1,254.64	\$1,153.84
14730	2	645-340-02-00	\$1,082.66	\$1,048.72
14217	5	645-270-05-00	\$928.00	\$775.88
16109	1	645-040-87-18	\$1,254.64	\$1,153.84
16109	1	645-040-87-19	\$1,254.66	\$1,049.60
16109	1	645-040-87-20	\$1,254.66	\$1,049.60
16109	1	645-040-87-21	\$1,254.66	\$1,049.60
16109	1	645-040-87-22	\$861.05	\$845.82
16109	1	645-040-87-23	\$861.05	\$845.82
14730	12	645-340-12-00	\$1,082.66	\$1,048.72
16109	1	645-040-73-24	\$1,254.64	\$1,153.84
16109	1	645-040-73-25	\$1,254.66	\$1,049.60
16109	1	645-040-73-26	\$1,254.66	\$1,049.60
16109	1	645-040-73-27	\$861.05	\$845.82
16109	1	645-040-73-28	\$861.05	\$845.82
14217	L	645-270-72-00	\$0.00	\$0.00
14217	4	645-270-04-00	\$927.54	\$898.46
14730	3	645-340-03-00	\$1,082.66	\$1,048.72
16109	1	645-040-87-24	\$861.05	\$845.82
16109	1	645-040-87-25	\$861.05	\$845.82
16109	1	645-040-87-26	\$1,254.66	\$1,049.60
16109	1	645-040-87-27	\$1,254.66	\$1,049.60
16109	1	645-040-87-28	\$1,254.66	\$1,049.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-87-29	\$1,254.64	\$1,153.84
16109	1	645-040-73-21	\$1,254.66	\$1,049.60
16109	1	645-040-73-19	\$861.05	\$845.82
16109	1	645-040-73-20	\$861.05	\$845.82
16109	1	645-040-73-22	\$1,254.66	\$1,049.60
16109	1	645-040-73-23	\$1,254.64	\$1,153.84
14730	11	645-340-11-00	\$1,398.31	\$1,398.30
14217	3	645-270-03-00	\$927.69	\$852.92
16109	1	645-040-87-32	\$1,254.66	\$1,049.60
16109	1	645-040-87-30	\$1,254.64	\$1,153.84
16109	1	645-040-87-31	\$1,254.66	\$1,049.60
16109	1	645-040-87-33	\$1,254.66	\$1,049.60
16109	1	645-040-87-34	\$861.05	\$845.82
16109	1	645-040-87-35	\$861.05	\$845.82
14217	2	645-270-02-00	\$928.00	\$775.88
16109	1	645-040-87-37	\$861.05	\$845.82
16109	1	645-040-87-36	\$861.05	\$845.82
16109	1	645-040-87-38	\$1,254.66	\$1,049.60
16109	1	645-040-87-39	\$1,254.66	\$1,049.60
16109	1	645-040-87-40	\$1,254.66	\$1,049.60
16109	1	645-040-87-41	\$1,254.66	\$1,049.60
16109	1	645-040-87-42	\$1,254.64	\$1,153.84
14730	10	645-340-10-00	\$1,130.51	\$1,130.50
14217	1	645-270-01-00	\$927.54	\$898.46
14730	4	645-340-04-00	\$1,398.31	\$1,398.30
16109	1	645-040-87-44	\$1,254.66	\$1,049.60
16109	1	645-040-87-45	\$1,254.66	\$1,049.60
16109	1	645-040-87-43	\$1,254.64	\$1,153.84
16109	1	645-040-87-46	\$1,254.66	\$1,049.60
16109	1	645-040-87-47	\$1,254.66	\$1,049.60
16109	1	645-040-87-48	\$861.05	\$845.82
16109	1	645-040-87-49	\$861.05	\$845.82
14730	9	645-340-09-00	\$1,082.66	\$1,048.72
14469	1	645-310-01-00	\$927.69	\$852.92
16109	1	645-040-87-50	\$861.05	\$845.82
16109	1	645-040-87-51	\$861.05	\$845.82
16109	1	645-040-87-52	\$1,254.66	\$1,049.60
16109	1	645-040-87-53	\$1,254.66	\$1,049.60
16109	1	645-040-87-54	\$1,254.66	\$1,049.60
16109	1	645-040-87-55	\$1,254.66	\$1,049.60
16109	1	645-040-87-56	\$1,254.64	\$1,153.84
16109	1	645-040-73-02	\$861.05	\$845.82

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	1	645-040-73-01	\$861.05	\$845.82
16109	1	645-040-73-03	\$1,254.66	\$1,049.60
16109	1	645-040-73-04	\$1,254.66	\$1,049.60
16109	1	645-040-73-05	\$1,254.66	\$1,049.60
16109	1	645-040-73-06	\$1,254.64	\$1,153.84
14730	5	645-340-05-00	\$1,130.51	\$1,130.50
14469	2	645-310-02-00	\$927.54	\$898.46
14730	8	645-340-08-00	\$1,398.31	\$1,398.30
14469	3	645-310-03-00	\$928.00	\$775.88
14730	7	645-340-07-00	\$1,130.51	\$1,130.50
14469	4	645-310-04-00	\$927.54	\$898.46
14730	6	645-340-06-00	\$1,398.31	\$1,398.30
14469	5	645-310-05-00	\$927.69	\$852.92
16109	2	645-040-83-34	\$823.94	\$809.36
16109	2	645-040-83-35	\$823.94	\$809.36
16109	2	645-040-83-36	\$823.94	\$809.36
16109	2	645-040-83-37	\$823.94	\$809.36
16109	2	645-040-83-38	\$823.94	\$809.36
16109	2	645-040-83-39	\$823.94	\$809.36
16109	2	645-040-83-40	\$823.94	\$809.36
16109	2	645-040-83-41	\$1,200.57	\$1,004.36
16109	2	645-040-83-42	\$1,200.57	\$1,004.36
16109	2	645-040-83-43	\$1,200.57	\$1,004.36
16109	2	645-040-83-44	\$1,200.57	\$1,004.36
16109	2	645-040-80-01	\$987.42	\$987.42
16109	2	645-040-80-02	\$833.02	\$833.00
16109	2	645-040-80-03	\$987.42	\$987.42
16109	2	645-040-80-04	\$833.02	\$833.00
16109	2	645-040-80-05	\$987.42	\$987.42
16109	2	645-040-79-13	\$1,200.55	\$1,104.10
16109	2	645-040-79-15	\$870.60	\$870.60
16109	2	645-040-79-16	\$823.94	\$809.36
16109	2	645-040-79-17	\$870.60	\$870.60
16109	2	645-040-79-18	\$1,200.55	\$1,104.10
16109	2	645-040-79-09	\$1,200.55	\$1,104.10
16109	2	645-040-79-10	\$870.60	\$870.60
16109	2	645-040-79-11	\$0.00	\$0.00
16109	2	645-040-79-12	\$870.60	\$870.60
16109	2	645-040-79-14	\$1,200.55	\$1,104.10
14469	6	645-310-06-00	\$927.54	\$898.46
14469	A	645-310-41-00	\$0.00	\$0.00
14469	148	645-312-49-00	\$945.43	\$870.26

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	24	645-310-24-00	\$945.93	\$916.70
14469	140	645-312-41-00	\$945.93	\$916.70
14469	B	645-310-42-00	\$0.00	\$0.00
14469	139	645-312-40-00	\$944.57	\$791.64
14469	7	645-310-07-00	\$944.57	\$791.64
14469	147	645-312-48-00	\$945.43	\$870.26
14469	25	645-310-25-00	\$945.43	\$870.26
14469	141	645-312-42-00	\$945.43	\$870.26
14469	23	645-310-23-00	\$945.93	\$916.70
14469	8	645-310-08-00	\$945.43	\$870.26
14469	146	645-312-47-00	\$945.43	\$870.26
14469	26	645-310-26-00	\$945.93	\$916.70
14469	142	645-312-43-00	\$945.93	\$916.70
14469	22	645-310-22-00	\$944.57	\$791.64
14469	145	645-312-46-00	\$945.43	\$870.26
14469	27	645-310-27-00	\$945.43	\$870.26
14469	143	645-312-44-00	\$945.43	\$870.26
14469	144	645-312-45-00	\$945.93	\$916.70
14469	28	645-310-28-00	\$944.57	\$791.64
16109	2	645-040-80-06	\$1,200.55	\$1,104.10
16109	2	645-040-80-07	\$870.60	\$870.60
16109	2	645-040-80-08	\$823.94	\$809.36
16109	2	645-040-80-09	\$870.60	\$870.60
16109	2	645-040-80-10	\$1,200.55	\$1,104.10
16109	2	645-040-80-11	\$1,200.55	\$1,104.10
16109	2	645-040-80-12	\$870.60	\$870.60
16109	2	645-040-80-13	\$823.94	\$809.36
16109	2	645-040-80-14	\$870.60	\$870.60
16109	2	645-040-80-15	\$1,200.55	\$1,104.10
16109	2	645-040-79-19	\$1,200.55	\$1,104.10
16109	2	645-040-79-20	\$870.60	\$870.60
16109	2	645-040-79-21	\$823.94	\$809.36
16109	2	645-040-79-22	\$870.60	\$870.60
16109	2	645-040-79-23	\$1,200.55	\$1,104.10
16109	2	645-040-79-24	\$1,200.55	\$1,104.10
16109	2	645-040-79-25	\$870.60	\$870.60
16109	2	645-040-79-26	\$823.94	\$809.36
16109	2	645-040-79-27	\$870.60	\$870.60
16109	2	645-040-79-28	\$1,200.55	\$1,104.10
14469	110	645-312-11-00	\$945.93	\$916.70
14469	29	645-310-29-00	\$945.43	\$870.26
14469	109	645-312-10-00	\$945.43	\$870.26

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	30	645-310-30-00	\$1,004.90	\$924.26
14469	108	645-312-09-00	\$945.93	\$916.70
14469	31	645-310-31-00	\$1,004.92	\$973.56
14469	107	645-312-08-00	\$944.57	\$791.64
14469	32	645-310-32-00	\$1,004.90	\$924.26
14469	106	645-312-07-00	\$945.43	\$870.26
14469	33	645-310-33-00	\$1,004.92	\$973.56
16109	2	645-040-80-16	\$1,136.36	\$1,136.34
16109	2	645-040-80-17	\$987.42	\$987.42
16109	2	645-040-80-18	\$833.02	\$833.00
16109	2	645-040-80-19	\$896.03	\$896.02
16109	2	645-040-80-20	\$1,136.36	\$1,136.34
16109	2	645-040-80-21	\$1,136.36	\$1,136.34
16109	2	645-040-80-22	\$987.42	\$987.42
16109	2	645-040-80-23	\$833.02	\$833.00
16109	2	645-040-80-24	\$896.03	\$896.02
16109	2	645-040-80-25	\$1,136.36	\$1,136.34
16109	2	645-040-79-29	\$1,159.09	\$1,159.08
16109	2	645-040-79-30	\$1,007.17	\$1,007.16
16109	2	645-040-79-31	\$1,064.19	\$1,064.18
16109	2	645-040-79-32	\$1,064.19	\$1,064.18
16109	2	645-040-79-33	\$1,159.09	\$1,159.08
16109	2	645-040-79-34	\$1,159.09	\$1,159.08
16109	2	645-040-79-35	\$1,007.17	\$1,007.16
16109	2	645-040-79-36	\$1,043.33	\$1,043.32
16109	2	645-040-79-37	\$1,043.33	\$1,043.32
16109	2	645-040-79-38	\$1,136.36	\$1,136.34
14469	105	645-312-06-00	\$945.93	\$916.70
14469	34	645-310-34-00	\$1,004.90	\$924.26
14469	C	645-312-62-00	\$0.00	\$0.00
14469	104	645-312-05-00	\$945.43	\$870.26
14469	35	645-310-35-00	\$1,004.92	\$973.56
14469	103	645-312-04-00	\$945.93	\$916.70
14469	36	645-310-36-00	\$1,004.79	\$840.74
14469	102	645-312-03-00	\$945.43	\$870.26
14469	37	645-310-37-00	\$1,004.90	\$924.26
14469	101	645-312-02-00	\$945.93	\$916.70
14469	38	645-310-38-00	\$1,004.79	\$840.74
16109	2	645-040-80-26	\$1,136.36	\$1,136.34
16109	2	645-040-80-27	\$987.42	\$987.42
16109	2	645-040-80-28	\$833.02	\$833.00
16109	2	645-040-80-29	\$896.03	\$896.02

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-30	\$1,136.36	\$1,136.34
16109	2	645-040-80-31	\$1,136.36	\$1,136.34
16109	2	645-040-80-32	\$987.42	\$987.42
16109	2	645-040-80-33	\$833.02	\$833.00
16109	2	645-040-80-34	\$896.03	\$896.02
16109	2	645-040-80-35	\$1,136.36	\$1,136.34
16109	2	645-040-79-39	\$1,136.36	\$1,136.34
16109	2	645-040-79-40	\$987.42	\$987.42
16109	2	645-040-79-41	\$833.02	\$833.00
16109	2	645-040-79-42	\$896.03	\$896.02
16109	2	645-040-79-43	\$1,136.36	\$1,136.34
16109	2	645-040-79-44	\$1,136.36	\$1,136.34
16109	2	645-040-79-45	\$987.42	\$987.42
16109	2	645-040-79-46	\$833.02	\$833.00
16109	2	645-040-79-47	\$896.03	\$896.02
16109	2	645-040-79-48	\$1,136.36	\$1,136.34
14469	100	645-312-01-00	\$945.43	\$870.26
14469	39	645-310-39-00	\$1,004.90	\$924.26
14469	40	645-310-40-00	\$1,004.92	\$973.56
16109	2	645-040-80-36	\$1,136.36	\$1,136.34
16109	2	645-040-80-37	\$896.03	\$896.02
16109	2	645-040-80-38	\$833.02	\$833.00
16109	2	645-040-80-39	\$1,136.36	\$1,136.34
16109	2	645-040-80-40	\$1,136.36	\$1,136.34
16109	2	645-040-80-41	\$896.03	\$896.02
16109	2	645-040-80-42	\$833.02	\$833.00
16109	2	645-040-80-43	\$1,136.36	\$1,136.34
16109	2	645-040-79-55	\$987.42	\$987.42
16109	2	645-040-79-56	\$833.02	\$833.00
16109	2	645-040-79-57	\$896.03	\$896.02
16109	2	645-040-79-58	\$1,136.36	\$1,136.34
16109	2	645-040-79-59	\$1,136.36	\$1,136.34
16109	2	645-040-79-60	\$987.42	\$987.42
16109	2	645-040-79-61	\$833.02	\$833.00
16109	2	645-040-79-62	\$896.03	\$896.02
16109	2	645-040-79-63	\$1,136.36	\$1,136.34
16109	2	645-040-79-54	\$1,136.36	\$1,136.34
16109	2	645-040-85-15	\$1,235.62	\$1,136.34
16109	2	645-040-85-16	\$1,235.65	\$1,033.70
16109	2	645-040-85-17	\$1,235.65	\$1,033.70
16109	2	645-040-85-18	\$1,235.65	\$1,033.70
16109	2	645-040-85-19	\$1,235.65	\$1,033.70

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-20	\$848.01	\$833.00
16109	2	645-040-85-21	\$848.01	\$833.00
16109	2	645-040-85-01	\$848.01	\$833.00
16109	2	645-040-85-02	\$848.01	\$833.00
16109	2	645-040-85-03	\$1,235.65	\$1,033.70
16109	2	645-040-85-04	\$1,235.62	\$1,136.34
16109	2	645-040-85-53	\$1,235.62	\$1,136.34
16109	2	645-040-85-54	\$1,235.65	\$1,033.70
16109	2	645-040-85-55	\$1,235.65	\$1,033.70
16109	2	645-040-85-56	\$1,235.65	\$1,033.70
16109	2	645-040-85-57	\$848.01	\$833.00
16109	2	645-040-85-58	\$848.01	\$833.00
16109	2	645-040-83-23	\$823.94	\$809.36
16109	2	645-040-83-24	\$823.94	\$809.36
16109	2	645-040-83-25	\$823.94	\$809.36
16109	2	645-040-83-26	\$823.94	\$809.36
16109	2	645-040-83-27	\$823.94	\$809.36
16109	2	645-040-83-28	\$823.94	\$809.36
16109	2	645-040-83-29	\$823.94	\$809.36
16109	2	645-040-83-30	\$1,200.57	\$1,004.36
16109	2	645-040-83-31	\$1,200.57	\$1,004.36
16109	2	645-040-83-32	\$1,200.57	\$1,004.36
16109	2	645-040-83-33	\$1,200.57	\$1,004.36
16109	2	645-040-85-22	\$848.01	\$833.00
16109	2	645-040-85-23	\$848.01	\$833.00
16109	2	645-040-85-24	\$1,235.65	\$1,033.70
16109	2	645-040-85-25	\$1,235.65	\$1,033.70
16109	2	645-040-85-26	\$1,235.65	\$1,033.70
16109	2	645-040-85-27	\$1,235.65	\$1,033.70
16109	2	645-040-85-28	\$1,235.62	\$1,136.34
16109	2	645-040-85-41	\$848.01	\$833.00
16109	2	645-040-85-42	\$848.01	\$833.00
16109	2	645-040-85-43	\$1,235.65	\$1,033.70
16109	2	645-040-85-44	\$1,235.65	\$1,033.70
16109	2	645-040-85-45	\$1,235.65	\$1,033.70
16109	2	645-040-85-46	\$1,235.62	\$1,136.34
16109	2	645-040-85-05	\$1,235.62	\$1,136.34
16109	2	645-040-85-06	\$1,235.65	\$1,033.70
16109	2	645-040-85-07	\$848.01	\$833.00
16109	2	645-040-85-08	\$848.01	\$833.00
16109	2	645-040-85-09	\$1,235.62	\$1,136.34
16109	2	645-040-85-10	\$1,235.65	\$1,033.70

San Ysidro School District
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Fiscal Year 2023/2024 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-11	\$1,235.65	\$1,033.70
16109	2	645-040-85-12	\$1,235.65	\$1,033.70
16109	2	645-040-85-13	\$848.01	\$833.00
16109	2	645-040-85-14	\$848.01	\$833.00
16109	2	645-040-85-47	\$848.01	\$833.00
16109	2	645-040-85-48	\$848.01	\$833.00
16109	2	645-040-85-49	\$1,235.65	\$1,033.70
16109	2	645-040-85-50	\$1,235.65	\$1,033.70
16109	2	645-040-85-51	\$1,235.65	\$1,033.70
16109	2	645-040-85-52	\$1,235.62	\$1,136.34
16109	2	645-040-85-29	\$848.01	\$833.00
16109	2	645-040-85-30	\$848.01	\$833.00
16109	2	645-040-85-31	\$1,235.65	\$1,033.70
16109	2	645-040-85-32	\$1,235.62	\$1,136.34
16109	2	645-040-85-37	\$1,235.62	\$1,136.34
16109	2	645-040-85-38	\$1,235.65	\$1,033.70
16109	2	645-040-85-39	\$848.01	\$833.00
16109	2	645-040-85-40	\$848.01	\$833.00
16413	2	645-410-02-01	\$1,606.02	\$1,476.98
16413	2	645-410-02-02	\$1,606.05	\$1,343.56
16413	2	645-410-02-03	\$1,606.05	\$1,343.56
16413	2	645-410-02-04	\$1,606.05	\$1,343.56
16413	2	645-410-02-05	\$1,606.05	\$1,343.56
16413	2	645-410-02-06	\$1,102.24	\$964.46
16413	2	645-410-02-07	\$1,102.21	\$1,082.72
16413	2	645-410-02-08	\$1,102.24	\$964.46
16413	2	645-410-02-09	\$1,102.21	\$1,082.72
16413	2	645-410-02-10	\$1,606.05	\$1,343.56
16413	2	645-410-02-11	\$1,606.05	\$1,343.56
16413	2	645-410-02-12	\$1,606.05	\$1,343.56
16413	2	645-410-02-13	\$1,606.05	\$1,343.56
16413	2	645-410-02-14	\$1,606.02	\$1,476.98
16413	2	645-410-02-15	\$1,606.02	\$1,476.98
16413	2	645-410-02-16	\$1,606.05	\$1,343.56
16413	2	645-410-02-17	\$1,606.05	\$1,343.56
16413	2	645-410-02-18	\$1,606.05	\$1,343.56
16413	2	645-410-02-19	\$1,102.24	\$964.46
16413	2	645-410-02-20	\$1,102.21	\$1,082.72
16413	2	645-410-02-21	\$1,102.21	\$1,082.72
16413	2	645-410-02-22	\$1,102.24	\$964.46
16413	2	645-410-02-23	\$1,606.05	\$1,343.56
16413	2	645-410-02-24	\$1,606.05	\$1,343.56

**San Ysidro School District
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Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-02-25	\$1,606.05	\$1,343.56
16413	2	645-410-02-26	\$1,606.02	\$1,476.98
16413	2	645-410-11-13	\$0.00	\$0.00
16413	2	645-410-11-14	\$0.00	\$0.00
16413	2	645-410-11-15	\$0.00	\$0.00
16413	2	645-410-11-16	\$0.00	\$0.00
16413	2	645-410-11-17	\$0.00	\$0.00
16413	2	645-410-11-18	\$0.00	\$0.00
16413	2	645-410-11-19	\$0.00	\$0.00
16413	2	645-410-10-01	\$1,606.02	\$1,476.98
16413	2	645-410-10-02	\$1,606.05	\$1,343.56
16413	2	645-410-10-03	\$1,606.05	\$1,343.56
16413	2	645-410-10-04	\$1,606.05	\$1,343.56
16413	2	645-410-10-05	\$1,606.05	\$1,343.56
16413	2	645-410-10-06	\$1,102.21	\$1,082.72
16413	2	645-410-10-07	\$1,102.24	\$964.46
16413	2	645-410-11-21	\$1,102.21	\$1,082.72
16413	2	645-410-11-22	\$1,606.05	\$1,343.56
16413	2	645-410-11-23	\$1,606.05	\$1,343.56
16413	2	645-410-11-24	\$1,606.05	\$1,343.56
16413	2	645-410-11-25	\$1,606.05	\$1,343.56
16413	2	645-410-11-26	\$1,606.02	\$1,476.98
16413	2	645-410-11-20	\$1,102.24	\$964.46
16413	2	645-410-10-10	\$1,606.05	\$1,343.56
16413	2	645-410-10-08	\$1,102.24	\$964.46
16413	2	645-410-10-09	\$1,102.21	\$1,082.72
16413	2	645-410-10-11	\$1,606.05	\$1,343.56
16413	2	645-410-10-12	\$1,606.05	\$1,343.56
16413	2	645-410-10-13	\$1,606.05	\$1,343.56
16413	2	645-410-10-14	\$1,606.02	\$1,476.98
16413	2	645-410-02-27	\$1,477.99	\$1,359.24
16413	2	645-410-02-28	\$1,478.01	\$1,236.46
16413	2	645-410-02-29	\$1,478.01	\$1,236.46
16413	2	645-410-02-30	\$1,478.01	\$1,236.46
16413	2	645-410-02-31	\$1,014.37	\$887.56
16413	2	645-410-02-32	\$1,014.34	\$996.40
16413	2	645-410-11-27	\$1,606.02	\$1,476.98
16413	2	645-410-11-28	\$1,606.05	\$1,343.56
16413	2	645-410-11-29	\$1,606.05	\$1,343.56
16413	2	645-410-11-30	\$1,606.05	\$1,343.56
16413	2	645-410-11-31	\$1,606.05	\$1,343.56
16413	2	645-410-11-32	\$1,102.21	\$1,082.72

San Ysidro School District
Community Facilities District No. 3
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-11-33	\$1,102.24	\$964.46
16413	2	645-410-10-15	\$1,606.02	\$1,476.98
16413	2	645-410-10-16	\$1,606.05	\$1,343.56
16413	2	645-410-10-17	\$1,606.05	\$1,343.56
16413	2	645-410-10-18	\$1,606.05	\$1,343.56
16413	2	645-410-10-19	\$1,606.05	\$1,343.56
16413	2	645-410-10-20	\$1,102.21	\$1,082.72
16413	2	645-410-10-21	\$1,102.24	\$964.46
16413	2	645-410-02-33	\$1,014.34	\$996.40
16413	2	645-410-02-34	\$1,014.37	\$887.56
16413	2	645-410-02-35	\$1,478.01	\$1,236.46
16413	2	645-410-02-36	\$1,478.01	\$1,236.46
16413	2	645-410-02-37	\$1,478.01	\$1,236.46
16413	2	645-410-02-38	\$1,477.99	\$1,359.24
16413	2	645-410-11-34	\$1,102.24	\$964.46
16413	2	645-410-11-35	\$1,102.21	\$1,082.72
16413	2	645-410-11-36	\$1,606.05	\$1,343.56
16413	2	645-410-11-37	\$1,606.05	\$1,343.56
16413	2	645-410-11-38	\$1,606.05	\$1,343.56
16413	2	645-410-11-39	\$1,606.05	\$1,343.56
16413	2	645-410-11-40	\$1,606.02	\$1,476.98
16413	2	645-410-10-22	\$1,102.24	\$964.46
16413	2	645-410-10-23	\$1,102.21	\$1,082.72
16413	2	645-410-10-24	\$1,606.05	\$1,343.56
16413	2	645-410-10-25	\$1,606.05	\$1,343.56
16413	2	645-410-10-26	\$1,606.05	\$1,343.56
16413	2	645-410-10-27	\$1,606.05	\$1,343.56
16413	2	645-410-10-28	\$1,606.02	\$1,476.98
16413	2	645-410-02-39	\$1,477.99	\$1,359.24
16413	2	645-410-02-40	\$1,478.01	\$1,236.46
16413	2	645-410-02-41	\$1,478.01	\$1,236.46
16413	2	645-410-02-42	\$1,478.01	\$1,236.46
16413	2	645-410-02-43	\$1,014.37	\$887.56
16413	2	645-410-02-44	\$1,014.34	\$996.40
16413	2	645-410-11-41	\$1,606.02	\$1,476.98
16413	2	645-410-11-42	\$1,606.05	\$1,343.56
16413	2	645-410-11-43	\$1,606.05	\$1,343.56
16413	2	645-410-11-44	\$1,606.05	\$1,343.56
16413	2	645-410-11-45	\$1,606.05	\$1,343.56
16413	2	645-410-11-46	\$1,102.21	\$1,082.72
16413	2	645-410-11-47	\$1,102.24	\$964.46
16413	2	645-410-10-35	\$1,102.24	\$964.46

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-29	\$1,606.02	\$1,476.98
16413	2	645-410-10-30	\$1,606.05	\$1,343.56
16413	2	645-410-10-31	\$1,606.05	\$1,343.56
16413	2	645-410-10-32	\$1,606.05	\$1,343.56
16413	2	645-410-10-33	\$1,606.05	\$1,343.56
16413	2	645-410-10-34	\$1,102.21	\$1,082.72
16413	2	645-410-02-45	\$1,014.34	\$996.40
16413	2	645-410-02-46	\$1,014.37	\$887.56
16413	2	645-410-02-47	\$1,478.01	\$1,236.46
16413	2	645-410-02-48	\$1,478.01	\$1,236.46
16413	2	645-410-02-49	\$1,477.99	\$1,359.24
16413	2	645-410-11-48	\$1,014.37	\$887.56
16413	2	645-410-11-49	\$1,014.34	\$996.40
16413	2	645-410-11-50	\$1,478.01	\$1,236.46
16413	2	645-410-11-51	\$1,478.01	\$1,236.46
16413	2	645-410-11-52	\$1,478.01	\$1,236.46
16413	2	645-410-11-53	\$1,478.01	\$1,236.46
16413	2	645-410-11-54	\$1,477.99	\$1,359.24
16413	2	645-410-10-36	\$1,014.37	\$887.56
16413	2	645-410-10-37	\$1,014.34	\$996.40
16413	2	645-410-10-38	\$1,478.01	\$1,236.46
16413	2	645-410-10-39	\$1,478.01	\$1,236.46
16413	2	645-410-10-40	\$1,478.01	\$1,236.46
16413	2	645-410-10-41	\$1,478.01	\$1,236.46
16413	2	645-410-10-42	\$1,477.99	\$1,359.24
16413	2	645-410-02-50	\$0.00	\$0.00
16413	2	645-410-02-51	\$0.00	\$0.00
16413	2	645-410-02-52	\$0.00	\$0.00
16413	2	645-410-02-53	\$0.00	\$0.00
16413	2	645-410-02-54	\$0.00	\$0.00
16413	2	645-410-11-55	\$1,477.99	\$1,359.24
16413	2	645-410-11-56	\$1,478.01	\$1,236.46
16413	2	645-410-11-57	\$1,478.01	\$1,236.46
16413	2	645-410-11-58	\$1,478.01	\$1,236.46
16413	2	645-410-11-59	\$1,478.01	\$1,236.46
16413	2	645-410-11-60	\$1,014.34	\$996.40
16413	2	645-410-11-61	\$1,014.37	\$887.56
16413	2	645-410-10-43	\$1,477.99	\$1,359.24
16413	2	645-410-10-44	\$1,478.01	\$1,236.46
16413	2	645-410-10-45	\$1,478.01	\$1,236.46
16413	2	645-410-10-46	\$1,478.01	\$1,236.46
16413	2	645-410-10-47	\$1,478.01	\$1,236.46

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16413	2	645-410-10-48	\$1,014.34	\$996.40
16413	2	645-410-10-49	\$1,014.37	\$887.56
16413	2	645-410-02-55	\$1,014.34	\$996.40
16413	2	645-410-02-56	\$1,014.37	\$887.56
16413	2	645-410-02-57	\$1,478.01	\$1,236.46
16413	2	645-410-02-58	\$1,478.01	\$1,236.46
16413	2	645-410-02-59	\$1,477.99	\$1,359.24
16413	2	645-410-11-62	\$1,014.37	\$887.56
16413	2	645-410-11-63	\$1,014.34	\$996.40
16413	2	645-410-11-64	\$1,478.01	\$1,236.46
16413	2	645-410-11-65	\$1,478.01	\$1,236.46
16413	2	645-410-11-66	\$1,478.01	\$1,236.46
16413	2	645-410-11-67	\$1,478.01	\$1,236.46
16413	2	645-410-11-68	\$1,477.99	\$1,359.24
16413	2	645-410-10-50	\$1,014.37	\$887.56
16413	2	645-410-10-51	\$1,014.34	\$996.40
16413	2	645-410-10-52	\$1,478.01	\$1,236.46
16413	2	645-410-10-53	\$1,478.01	\$1,236.46
16413	2	645-410-10-54	\$1,478.01	\$1,236.46
16413	2	645-410-10-55	\$1,478.01	\$1,236.46
16413	2	645-410-10-56	\$1,477.99	\$1,359.24
16109	2	645-040-85-33	\$1,235.62	\$1,136.34
16109	2	645-040-85-34	\$1,235.65	\$1,033.70
16109	2	645-040-85-35	\$848.01	\$833.00
16109	2	645-040-85-36	\$848.01	\$833.00
16109	2	645-040-85-71	\$1,235.62	\$1,136.34
16109	2	645-040-85-72	\$1,235.65	\$1,033.70
16109	2	645-040-85-73	\$848.01	\$833.00
16109	2	645-040-85-74	\$848.01	\$833.00
16109	2	645-040-85-59	\$848.01	\$833.00
16109	2	645-040-85-60	\$848.01	\$833.00
16109	2	645-040-85-61	\$1,235.65	\$1,033.70
16109	2	645-040-85-62	\$1,235.62	\$1,136.34
16109	2	645-040-85-67	\$848.01	\$833.00
16109	2	645-040-85-68	\$848.01	\$833.00
16109	2	645-040-85-69	\$1,235.65	\$1,033.70
16109	2	645-040-85-70	\$1,235.62	\$1,136.34
16109	2	645-040-85-63	\$1,235.62	\$1,136.34
16109	2	645-040-85-64	\$1,235.65	\$1,033.70
16109	2	645-040-85-65	\$848.01	\$833.00
16109	2	645-040-85-66	\$848.01	\$833.00
15496	1	645-390-01-00	\$240,011.47	\$240,011.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13882	1	645-180-01-00	\$0.00	\$0.00
13882	PAR A	645-180-15-00	\$0.00	\$0.00
13882	7	645-280-27-00	\$0.00	\$0.00
20074	PAR 1	645-280-25-30	\$0.00	\$0.00
20074	PAR 1	645-280-25-31	\$0.00	\$0.00
20074	PAR 1	645-280-25-32	\$0.00	\$0.00
20074	PAR 1	645-280-25-33	\$0.00	\$0.00
20074	PAR 1	645-280-25-34	\$0.00	\$0.00
20074	PAR 1	645-280-25-35	\$0.00	\$0.00
20074	PAR 1	645-280-25-36	\$0.00	\$0.00
20074	PAR 1	645-280-25-02	\$0.00	\$0.00
20074	PAR 1	645-280-25-07	\$0.00	\$0.00
20074	PAR 1	645-280-25-01	\$0.00	\$0.00
20074	PAR 1	645-280-25-03	\$0.00	\$0.00
20074	PAR 1	645-280-25-04	\$0.00	\$0.00
20074	PAR 1	645-280-25-05	\$0.00	\$0.00
20074	PAR 1	645-280-25-06	\$0.00	\$0.00
20074	PAR 1	645-280-25-18	\$0.00	\$0.00
20074	PAR 1	645-280-25-20	\$0.00	\$0.00
20074	PAR 1	645-280-25-22	\$0.00	\$0.00
20074	PAR 1	645-280-25-23	\$0.00	\$0.00
20074	PAR 1	645-280-25-21	\$0.00	\$0.00
20074	PAR 1	645-280-25-17	\$0.00	\$0.00
20074	PAR 1	645-280-25-19	\$0.00	\$0.00
13882	PAR B	645-180-18-00	\$0.00	\$0.00
20074	PAR 1	645-280-25-24	\$0.00	\$0.00
20074	PAR 1	645-280-25-26	\$0.00	\$0.00
20074	PAR 1	645-280-25-29	\$0.00	\$0.00
20074	PAR 1	645-280-25-25	\$0.00	\$0.00
20074	PAR 1	645-280-25-27	\$0.00	\$0.00
20074	PAR 1	645-280-25-28	\$0.00	\$0.00
15157	PAR 3	645-380-14-00	\$0.00	\$0.00
20074	PAR 1	645-280-25-08	\$0.00	\$0.00
20074	PAR 1	645-280-25-09	\$0.00	\$0.00
20074	PAR 1	645-280-25-11	\$0.00	\$0.00
20074	PAR 1	645-280-25-10	\$0.00	\$0.00
20074	PAR 1	645-280-25-15	\$0.00	\$0.00
20074	PAR 1	645-280-25-16	\$0.00	\$0.00
20074	PAR 1	645-280-25-12	\$0.00	\$0.00
20074	PAR 1	645-280-25-13	\$0.00	\$0.00
20074	PAR 1	645-280-25-14	\$0.00	\$0.00
13610	10	645-130-10-00	\$891.45	\$863.60

San Ysidro School District
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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	9	645-110-09-00	\$891.49	\$745.80
13530	10	645-110-10-00	\$891.49	\$745.80
13610	9	645-130-09-00	\$891.49	\$819.88
13610	8	645-130-08-00	\$891.49	\$819.88
13610	42	645-130-42-00	\$891.45	\$863.60
13530	8	645-110-08-00	\$891.49	\$819.88
13610	43	645-130-43-00	\$891.45	\$863.60
13530	PAR 2	645-110-30-00	\$922.72	\$893.80
13610	7	645-130-07-00	\$891.45	\$863.60
13610	11	645-130-11-00	\$891.49	\$819.88
13610	44	645-130-44-00	\$891.49	\$819.88
13530	26	645-110-26-00	\$891.44	\$703.66
13530	PAR 3	645-110-31-00	\$922.72	\$893.80
13610	6	645-130-06-00	\$891.45	\$863.60
13610	45	645-130-45-00	\$891.45	\$863.60
13610	64	645-130-64-00	\$891.45	\$863.60
13530	PAR 1	645-110-29-00	\$922.72	\$893.80
13610	12	645-130-12-00	\$891.45	\$863.60
13530	27	645-110-27-00	\$891.49	\$745.80
13610	46	645-130-46-00	\$891.45	\$863.60
13610	5	645-130-05-00	\$891.45	\$863.60
13530	PAR 4	645-110-32-00	\$922.91	\$848.56
13610	47	645-130-47-00	\$891.49	\$819.88
13530	28	645-111-01-00	\$891.49	\$819.88
13610	13	645-130-13-00	\$891.45	\$863.60
13610	63	645-130-63-00	\$891.49	\$819.88
13610	18	645-130-18-00	\$891.49	\$819.88
13610	48	645-130-48-00	\$891.45	\$863.60
13610	4	645-130-04-00	\$891.49	\$819.88
13610	62	645-130-62-00	\$891.45	\$863.60
13610	14	645-130-14-00	\$891.45	\$863.60
13610	17	645-130-17-00	\$891.45	\$863.60
13610	49	645-130-49-00	\$891.45	\$863.60
13610	50	645-130-50-00	\$891.45	\$863.60
13610	3	645-130-03-00	\$891.45	\$863.60
13610	15	645-130-15-00	\$891.45	\$863.60
13610	61	645-130-61-00	\$891.45	\$863.60
13610	51	645-130-51-00	\$891.45	\$863.60
13610	2	645-130-02-00	\$891.45	\$863.60
13610	52	645-130-52-00	\$891.45	\$863.60
13610	16	645-130-16-00	\$891.45	\$863.60
14900	18	645-370-18-00	\$1,064.66	\$1,064.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	17	645-370-17-00	\$1,019.40	\$987.62
13610	1	645-130-01-00	\$891.49	\$819.88
14900	5	645-370-05-00	\$1,064.66	\$1,064.66
14900	16	645-370-16-00	\$1,064.66	\$1,064.66
14900	6	645-370-06-00	\$1,064.66	\$1,064.66
14900	4	645-370-04-00	\$1,019.40	\$987.62
14900	15	645-370-15-00	\$1,019.40	\$987.62
13530	93	645-111-37-00	\$891.49	\$819.88
19831	PAR 1	645-370-54-00	\$1,064.66	\$1,064.66
14900	3	645-370-03-00	\$1,064.66	\$1,064.66
14900	14	645-370-14-00	\$1,064.66	\$1,064.66
19831	PAR 2	645-370-55-00	\$1,019.40	\$987.62
13610	60	645-130-60-00	\$891.45	\$863.60
14900	2	645-370-02-00	\$1,064.66	\$1,064.66
14900	13	645-370-13-00	\$1,064.66	\$1,064.66
13530	94	645-111-38-00	\$891.49	\$745.80
14900	9	645-370-09-00	\$1,064.66	\$1,064.66
14900	1	645-370-01-00	\$1,019.40	\$987.62
13610	59	645-130-59-00	\$891.49	\$819.88
14900	47	645-370-47-00	\$1,019.40	\$987.62
14900	19	645-370-19-00	\$1,019.40	\$987.62
14900	31	645-370-31-00	\$1,064.66	\$1,064.66
13530	110	645-111-54-00	\$891.45	\$863.60
14900	46	645-370-46-00	\$1,064.66	\$1,064.66
14900	20	645-370-20-00	\$1,064.66	\$1,064.66
14900	30	645-370-30-00	\$1,019.40	\$987.62
13610	58	645-130-58-00	\$891.45	\$863.60
14900	45	645-370-45-00	\$1,064.66	\$1,064.66
14900	34	645-370-34-00	\$1,019.40	\$987.62
14900	21	645-370-21-00	\$1,064.66	\$1,064.66
14900	35	645-370-35-00	\$1,019.40	\$987.62
14900	10	645-370-10-00	\$1,064.66	\$1,064.66
14900	29	645-370-29-00	\$1,064.66	\$1,064.66
13530	111	645-111-55-00	\$891.49	\$819.88
14900	44	645-370-44-00	\$1,019.40	\$987.62
14900	33	645-370-33-00	\$1,064.66	\$1,064.66
14900	22	645-370-22-00	\$1,019.40	\$987.62
14900	36	645-370-36-00	\$1,064.66	\$1,064.66
14900	11	645-370-11-00	\$1,019.40	\$987.62
14900	28	645-370-28-00	\$1,019.40	\$987.62
13610	57	645-130-57-00	\$891.45	\$863.60
14900	43	645-370-43-00	\$1,064.66	\$1,064.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	32	645-370-32-00	\$1,064.66	\$1,064.66
14900	23	645-370-23-00	\$1,064.66	\$1,064.66
14900	37	645-370-37-00	\$1,064.66	\$1,064.66
14900	12	645-370-12-00	\$1,019.40	\$987.62
14900	27	645-370-27-00	\$1,064.66	\$1,064.66
13530	112	645-111-56-00	\$891.45	\$863.60
14900	42	645-370-42-00	\$1,019.40	\$987.62
14900	24	645-370-24-00	\$1,064.66	\$1,064.66
14900	26	645-370-26-00	\$1,019.40	\$987.62
14900	38	645-370-38-00	\$1,019.40	\$987.62
13610	56	645-130-56-00	\$891.45	\$863.60
14900	41	645-370-41-00	\$1,064.66	\$1,064.66
14900	25	645-370-25-00	\$1,019.40	\$987.62
14900	40	645-370-40-00	\$1,019.40	\$987.62
13610	55	645-130-55-00	\$891.45	\$863.60
14900	39	645-370-39-00	\$1,064.66	\$1,064.66
13610	54	645-130-54-00	\$891.45	\$863.60
13610	53	645-130-53-00	\$891.49	\$819.88
14730	A	645-370-48-00	\$0.00	\$0.00
14900	B	645-370-49-00	\$0.00	\$0.00
14900	C	645-370-50-00	\$0.00	\$0.00
14900	D	645-370-51-00	\$0.00	\$0.00
14900	E	645-370-52-00	\$0.00	\$0.00
13882	4	645-180-04-00	\$0.00	\$0.00
13882	5	645-180-05-00	\$0.00	\$0.00
13882	PAR B	645-180-16-00	\$0.00	\$0.00
13882	12	645-180-12-00	\$16,799.81	\$0.00
13882	13	645-180-13-00	\$13,124.85	\$0.00
13882	14	645-180-14-00	\$13,124.85	\$0.00
0	A	645-280-23-00	\$0.00	\$0.00
14730	B	645-341-75-00	\$0.00	\$0.00
14730	F	645-341-76-00	\$0.00	\$0.00
14730	G	645-341-77-00	\$0.00	\$0.00
0	NA	645-040-65-00	\$0.00	\$0.00
0	NA	645-040-67-00	\$0.00	\$0.00
0	NA	645-040-72-00	\$48,430.69	\$0.00
16109	2	645-040-81-00	\$0.00	\$0.00
16109	2	645-040-82-00	\$0.00	\$0.00
16109	2	645-040-84-00	\$0.00	\$0.00
13610	30	645-130-30-00	\$891.45	\$863.60
15496	A	645-390-04-00	\$0.00	\$0.00
15496	D	645-390-07-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2023/2024 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15157	3	645-380-03-00	\$14,437.33	\$0.00
15157	4	645-380-04-00	\$57,355.59	\$0.00
15157	5	645-380-05-00	\$14,437.33	\$0.00
15157	A	645-380-11-00	\$0.00	\$0.00
14730	NA	645-340-52-00	\$0.00	\$0.00
13610	A	645-130-65-00	\$0.00	\$0.00
14900	F	645-370-53-00	\$0.00	\$0.00
15496	2	645-390-02-00	\$3,193.99	\$3,159.94
15496	2	645-390-02-00	\$227,609.69	\$227,609.68
15496	C	645-390-06-00	\$0.00	\$0.00
15496	E	645-390-08-00	\$0.00	\$0.00
0	3	645-040-75-00	\$0.00	\$0.00
0	0	645-040-76-00	\$0.00	\$0.00
16109	2	645-040-86-00	\$0.00	\$0.00
13530	PAR 3	645-113-13-00	\$0.00	\$0.00
13613	E	645-142-36-00	\$0.00	\$0.00
15496	3	645-390-03-00	\$32,418.37	\$0.00
15496	B	645-390-05-00	\$0.00	\$0.00
14730	E	645-060-42-00	\$0.00	\$0.00
14730	180	645-060-43-14	\$854.96	\$854.94
14730	180	645-060-46-00	\$0.00	\$0.00
14551	1	645-090-38-00	\$12,993.60	\$0.00
14551	A	645-090-39-00	\$0.00	\$0.00
14730	A	645-340-51-00	\$0.00	\$0.00
14730	C	645-342-56-00	\$0.00	\$0.00
14730	D	645-342-57-00	\$0.00	\$0.00
14730	H	645-342-58-00	\$0.00	\$0.00
16413	1	645-410-01-00	\$58,536.82	\$0.00
16413	2	645-410-12-00	\$0.00	\$0.00
16413	2	645-410-13-00	\$0.00	\$0.00
16413	2	645-410-14-00	\$0.00	\$0.00
13928	D	645-210-30-00	\$0.00	\$0.00
13928	E	645-210-31-00	\$0.00	\$0.00
13928	C	645-211-76-00	\$0.00	\$0.00
13928	G	645-221-01-00	\$0.00	\$0.00
16109	2	645-040-85-00	\$0.00	\$0.00

Total Parcels	2,262
Total Taxable Parcels	2,066
Total Maximum Annual Special Tax	\$3,062,348.81
Total Assigned Special Tax	\$2,581,833.92

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: APPROVE SUBSTITUTE PAY RATES FOR THE 2023-2024

BACKGROUND INFORMATION:

The San Ysidro School District recommends approval of the new Substitute pay rates for the 2023-2024 School Year, effective July 1st 2023.

Substitute Permit Teacher will have a Temporary pay rate of \$25/hour from July 1, 2023 through December 31, 2023.

Substitute Teacher will have a Temporary pay rate of \$240/day (\$270/day after the 11th day in the same assignment) from July 1, 2023 through December 31, 2023.

Substitute School Psychologist will have a Temporary pay rate of \$240/day (\$270/day after the 11th day in the same assignment) from July 1, 2023 through December 31, 2023.

Substitute Language Speech and Hearing Specialist will have a Temporary pay rate of \$240/day (\$270/day after the 11th day in the same assignment) from July 1, 2023 through December 31, 2023.

Substitute Adapted Physical Education Teacher will have a Temporary pay rate of \$240/day (\$270/day after the 11th day in the same assignment) from July 1, 2023 through December 31, 2023.

Rates for January 1, 2024 through June 30, 2024 to be determined at a later date.

RECOMMENDATION:

Approve the new Substitute pay rates for the 2023-2024 School Year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

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(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE**

CLASSIFICATION	HOURLY RATE
AVID Tutors	\$16.75 effective Oct 2022
Substitute Campus Aides	\$16.93 effective Sep 2022
Substitute Bus Drivers	\$21.22 effective Sep 2022
Substitute Campus Security	\$18.54 effective Sep 2022
Substitute Clerks	\$17.13 effective Sep 2022
Substitute Custodians	\$18.54 effective Sep 2022
Substitute Child Nutrition Specialists	\$17.03 effective Sep 2022
Substitute Gardeners	\$22.20 effective Sep 2022
Substitute Instructional Aides	\$17.13 effective Sep 2022
Substitute Maintenance Worker	\$23.22 effective Sep 2022
Substitute Publication Technicians	\$21.22 effective Sep 2022
Substitute Permit Teachers*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$25.00
Substitute Counselor*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$240 \$270 after the 11 th day in same assignment
Substitute Psychologist*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$240 \$270 after the 11 th day in same assignment
Substitute Language, Speech and Hearing Specialist*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$240 \$270 after the 11 th day in same assignment
Substitute Adapted PE Teacher*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$240 \$270 after the 11 th day in same assignment
Substitute Teacher*	TEMPORARY FOR July 1, 2023 through December 31, 2023 ONLY \$240 a day \$270 after the 11 th day in same assignment

- Deleted: 22/23
- Deleted: SCHOOL YEAR
- Deleted: 30.00
- Deleted: 22/23 SCHOOL YEAR
- Deleted: 250
- Deleted: 285
- Deleted: 22/23 SCHOOL YEAR
- Deleted: 250
- Deleted: 285
- Deleted: 22/23 SCHOOL YEAR
- Deleted: 250
- Deleted: 285

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19, 12-19-19, 1-21-21, 8-09-21, 9-09-21, 01-19-22, 01-27-22, 07-14-22, 09-08-22, [07-10-23](#)

[*Rates for January 1, 2024 through June 30, 2024 to be determined at a later date.](#)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE/COACH FOR VARIOUS CERTIFICATED MANAGEMENT POSITIONS

BACKGROUND INFORMATION:

The Board of Trustees hereby offer Manuela Colom employment in the management position, Substitute/Coach for Various Certificated Management Positions, effective as early as July 5, 2023. As a Substitute/Coach for Various Certificated Management Positions, Ms. Colom will be responsible for performing the job duties of the assigned administrator position.

RECOMMENDATION:

Approve the offer of employment for Manuela Colom as Substitute/Coach for Various Certificated Management Positions, effective as early as July 5, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$667.48/day

(Amount)

General

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

**Manuela Colom
994 Rosal Court
Chula Vista, CA 91910**

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

1. Your salary for service during the school year in the above named position will be at a daily rate of **\$667.48**
2. Your interim service in the above named position will begin as early as July 5, 2023. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As Substitute/Coach for various Certificated Management positions you will be responsible for performing the job duties of the assigned administrator position.
4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.
5. Said salary shall not exceed the allowable STRS income limitations which is \$50,655 for the 2023-2024 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.
6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.
7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.
8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.
9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children within 30 days of beginning your employment with the District.
11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____
Gina Potter, Superintendent

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

DATE: _____

SIGNED: _____

Manuela Colom

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: APPROVE REVISED CONFIDENTIAL SALARY SCHEDULE FOR THE
2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

The San Ysidro School District recommends approval/ratification of the revised Confidential Salary Schedule to reflect all active confidential positions. The position of Communications Specialist is not currently listed on the salary schedule and needs to be added. In addition, the position of Personnel Technician has changed to Steps 12-16 and the position of Senior Executive Secretary to the Superintendent and Governing Board has changed to Step 14-18.

RECOMMENDATION:

Approve/Ratify the revised Confidential Salary Schedule for the 2023-2024 School Year to reflect all active confidential positions.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

TBD

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**San Ysidro School District
Confidential/Executive Schedule - Annual
Salary Administration Plan 010**

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	\$ 38,409.95	\$ 40,008.92	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15
2	\$ 40,008.92	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24
3	\$ 42,010.53	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90
4	\$ 43,858.41	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88
5	\$ 45,978.15	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18
6	\$ 47,999.24	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23
7	\$ 50,211.90	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60
8	\$ 52,715.88	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71
9	\$ 55,027.18	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52
10	\$ 57,820.23	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43
11	\$ 60,303.60	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45
12	\$ 63,307.71	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17
13	\$ 66,348.52	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89
14	\$ 69,257.43	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37
15	\$ 72,549.45	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37	\$ 87,161.66
16	\$ 75,956.17	\$ 79,479.89	\$ 83,290.37	\$ 87,161.66	\$ 91,224.48
17	\$ 79,755.19	\$ 83,742.32	\$ 87,930.17	\$ 92,325.65	\$ 96,942.51
18	\$ 83,423.93	\$ 87,594.46	\$ 91,974.96	\$ 96,572.63	\$ 101,401.86
19	\$ 87,261.43	\$ 91,623.81	\$ 96,205.81	\$ 101,014.97	\$ 106,066.35
20	\$ 91,275.45	\$ 95,838.50	\$ 100,631.28	\$ 105,661.66	\$ 110,945.40

Grade 1 Base Pay

Grade 2 15 Community College job related units towards an A.A. and/or accredited college degree

Grade 3 20 Community College job related units towards an A.A. and/or accredited college degree

Grade 4 45 Community College job related units towards an A.A. and/or accredited college degree

Grade 5 A.A. degree and/or an accredited college degree

- 3.6% Longevity 15 Years of District Service
- 3.6% Longevity 20 Years of District Service
- 3.6% Longevity 25 Years of District Service
- 3.6% Longevity 30 Years of District Service

Job Classification	Steps
Communications Specialist	16-20
Senior Executive Secretary to the Superintendent & Governing Board	13-17 14-18
Business Services Technician	12 - 16
Executive Secretary II	12 - 16
Personnel Technician	10-14 12-16
Administrative Confidential Secretary	9-13

Effective: 07/01/2023

Board approved:

Curriculum & Instruction

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: SERVICES FROM EDUPOINT EDUCATIONAL SYSTEMS, LLC

BACKGROUND INFORMATION:

Edupoint Educational Systems provides enterprise software solutions for K-12 data management, built on the most advanced technology in the industry. For more than thirty years, the founders of Edupoint have set the standard for student information and instructional management solutions, with market-leading products designed to optimize district and student performance.

Educational Services is requesting approval to obtain the following services from Edupoint Educational Systems, LLC:

- SSIS Package to export nightly three data files to Ellevation - \$1,500.00
- Remote Mass Scheduling Training for Middle School - \$2,250.00

RECOMMENDATION:

Approve the services from Edupoint Educational Systems, LLC for Educational Services at the cost of \$3,750.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.2: Continue to utilize current data, student information, and destiny systems. Assess and evaluate systems to determine effectiveness.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$3,750.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 6/5/2023
Quote Number: 631690-1
School District: San Ysidro School District
Carolina Jaime

4350 Otay Mesa Rd
San Ysidro, CA 92173
619-428-4476 ext. 3054
Carolina.jaime@sysdschools.org

Statement of Work: Create a SSIS package to export nightly the following 3 files to Ellevation as csv file.

- staffroster.csv
- studentcourseschedule.csv
- studentdemographics.csv

Date(s): To be completed by 8/4/2023

Specialist: Mike Halgren

Fee:	1 Day at \$1,500 per day	\$1,500
		<hr/>
		\$1,500

Estimated completion date is dependent upon receipt of the signed quote no later than July 7, 2023.

If applicable, Sales Tax will be applied.

The District will be invoiced as services are performed.

The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

A Purchase Order is needed along with this signed quote to proceed.

Acceptance

District Representative

Date



June 6, 2023

Edupoint Representative

Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: 8th ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:

The San Ysidro School District will be hosting the 8th Annual Families First Resource Fair on July 22, 2023, from 10:00 a.m. to 2:00 p.m. at the Multi-Cultural Center located at the San Ysidro Middle School.

The objective of the resource fair is to provide families with resources such as job assistance, health programs, housing, food, county benefits, and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the district. Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature.

Cost implications for this event include:

- The rent of tables and chairs
- Food and beverages from the Nutrition Department
- Maintenance and custodial assistance from the MOTF Department
- Clerical assistance to register and greet parents

RECOMMENDATION:

Approve the 8th Annual Families First Resource Fair to be held on July 22, 2023, at the San Ysidro Middle School at the cost of \$5,000.00 from the McKinney-Vento fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 5: Parent Engagement – Action 5.7: Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (e.g., STEM Fair, Military Families Fair, Resource Fair)

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$5,000.00
(Amount)

McKinney-Vento fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

In 2000, a lawsuit against the State of California, State Board of Education and California Department of Education claimed that the State failed to provide poor and under privileged students with equal educational opportunities. All California schools are now impacted by the result of the Williams Lawsuit Settlement, enacted into law in September 2004. The law seeks to ensure that all students have equal access to the basics of a quality education, including textbooks and instructional materials, safe and decent school facilities, and qualified teachers. Each year during the first 2 weeks of school, selected schools are visited to ensure that the sites meet all the requirements of Williams Settlement.

San Ysidro Middle School will have William’s visit at the beginning of the 2023-2024 school year. It is a state requirement that the Governing Board approves the list of instructional materials for our District.

RECOMMENDATION:

Approve the San Ysidro School District Instructional Materials/Textbook List for the 2023-2024 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:

San Ysidro School District Instructional Materials 2023-2024

Board approved 07/13/2023.

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transitional Kinder)	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 Scholastic Big Day--2010 TWIG Science - 2023 Scholastic Big Day--2010 Benchmark Advance English Language Development - 2018
	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
Kinder	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022, Benchmark Adelante (Spanish) - 2023 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
First Grade	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022, Benchmark Adelante 2023 (Spanish) - 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Second Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 - 2018, Benchmark Adelante 2023 (Spanish) – 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
Third Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 - 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
Fourth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
Fourth Grade (Continue)	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 - 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development – 2018
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 - 2018 McGraw-Hill My Math -- 2016 TWIG Science - 2023 <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance English Language Development - 2018
Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard – 2017 McGraw Hill: California Inspire Science - 2023 – <i>Earth and Space</i> <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance 2022 - 2018 College Board Springboard - 2017 McGraw Hill: California Inspire Science - 2023 – <i>Earth and Space</i> <i>Pilot materials:</i> Teacher Curriculum Institute (TCI), McGraw Hill IMPACT and Pearson Scott Foresman/Prentice Hall: California History-Social Science Benchmark Advance-2022 English Language Development - 2018

Grade	Program	Instructional Materials/Textbooks and Copyright Dates
Seventh Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>McGrawHill Impact CA - 2023</i> – <i>World History & Geography: Medieval and Early Modern Times</i>
	Science	McGraw Hill: California Inspire Science - 2023 – <i>Life Science</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Eighth Grade	English Language Arts <i>English Mainstream, SEI, and SDC</i>	Amplify ELA -2018
	ELD	ELD Amplify Interactive Reader & Study Teacher Guide - 2018
	Mathematics	College Board SpringBoard - 2017
	History/Social Science	<i>McGrawHill Impact CA - 2023</i> – <i>United States History & Geography: Growth and Conflict</i>
	Science	McGraw Hill: California Inspire Science - 2023 – <i>Physical Science</i>
	Elective	Spanish Prentice Hall--Realidades -- 2008

Revised August 2016 per Williams team suggestions – Revised July 2017 per Math adoption – Revised July 2020 per ELA/ELD adoption – Revised July 2021 per Science Pilot, Revised July 2022 per Science & HHS pilot – Revised 2023: Science and HSS adoption and Benchmark’s new version.

NOTE: The following comprehensive ELA instructional materials will be used to instruct grade-level ELA Common Core standards as specified by the San Ysidro School District matrices:

1. Benchmark Advance (including ELD component)
2. Benchmark Adelante
3. Benchmark Steps to Advance
4. Amplify ELA + ELD

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

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

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

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

The following is a list of professional developments up for the July 13, 2023, Board meeting:

- 2023 San Diego AVID Summer Institute
- ACSA Leadership Summit
- CSBA Masters in Governance
- CSNA Annual Conference
- Education: Infrastructure and Finance Management (Related to School Bonds)
- Equity Conference 2024
- Human Resources Bootcamp
- Ready, Set, G.O.! – Planning for a 2024 Bond Measure
- The Student Acceleration Summit, Cohort 1, Part 3

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

\$40,890.00

(Amount)

General, KIT, and Title I PD Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – July 13, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Irene Herrera Cevallos, Lupita Garcia, Carmen Martinez Rivera, Nikole Scarlett, Sarina Hemungkorn, Crystal Henry	2023 San Diego AVID Summer Institute	San Diego	July 31- August 2 2023	\$10,000.00 (Registration fees, mileage & Sub teacher compensation)	Title I PD Fund
Russell Little, Manuel Bojorquez, Efrain Burciaga, Laura English, Maria Rodriguez	ACSA Leadership Summit	Sacramento , CA	November 2-4, 2023	Approx. \$11,000.00 (Includes registration, airfare, lodgings, and meals)	General Fund
Zenaida Rosario	CSBA Masters in Governance	Online	Course 1: February 21-22, 2024 Course 2: October 11-12, 2023 Course 3: April 3-4, 2024 Course 4: November 15-16, 2023 Course 5: December 13-14, 2023	\$2,250.00	General Fund
Sadeer Sahib, Ana Bush	CSNA Annual Conference	Palm Springs, CA	October 25-28, 203	\$5,600.00 (Registration fees, lodging, mileage & compensation)	KIT Fund
BOC Members: Juan Morales, Daniela Ureta	Education: Infrastructure and Finance Management (Related to School Bonds)	Online	June 26, 2023 July 21, 2023	\$990.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Mathew Bandy, Irene Herrera-Cevallos, Laura English, Todd Lewis, Veronica Medina, Erika Meza, Gina Potter, Maria Connie Rodriguez, Vikki Viramontes- Castorena, Others – TBA	Equity Conference 2024	San Diego	January 18-19, 2024	Approx. \$7,000.00 (Includes registration, parking, and meals)	General Fund
Linda Olea	Human Resources Bootcamp	SDCOE	July 25, 2023	\$0	N/A
Jose Iniguez	Ready, Set, G.O.! – Planning for a 2024 Bond Measure	Online	August 8, 2023	\$50.00	General Fund
Luis Ramos, Adriana Aguilar, Sandra Guzman Cynthia Mosqueda	The Student Acceleration Summit, Cohort 1 - Part 3	Laguna Beach, CA	July 13, 2023	\$4,000.00 (Registration fees, lodging, mileage, and teacher compensation)	Title I PD Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #12 (June 1, 2023 through June 30, 2023): ■ General Fund: 0000010062-0000010074, 0000010076, 0000010078-0000010087, 0000010089-0000010100, 0000010102-0000010110, 0000010112-0000010114 ■ Child Development Fund ■ 0000010088 ■ Building Measure U Fund: 0000010075, 0000010111.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period June 1, 2023 through June 30, 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):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$845,267.54

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (06/01/23 - 06/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/5/2023	0000010062	004678	AMAZON CAPITAL SERVICES	SCHOOL INCENTIVES	0100	0300563	4300333	050	3,884.00
6/5/2023	0000010063	0000000975	PEDRO GUERRERO	CONTRACTED SERVICES	0100	0000000	4300001	016	534.00
6/6/2023	0000010064	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	176.37
6/6/2023	0000010065	0000000646	BRIGHTLY SOFTWARE INC	CONTRACTED SERVICES	0100	0000000	5800006	067	13,377.08
6/6/2023	0000010066	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	29,460.70
6/6/2023	0000010066	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	2,023.40
6/6/2023	0000010067	0000000876	ABIGAIL GOMEZ	CONTRACTED SERIVCES	0100	0000002	5600000	050	2,000.00
6/8/2023	0000010068	0000000874	REYMUNDO MIRELES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	30,000.00
6/8/2023	0000010069	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	3213000	4100000	061	256,412.51
6/8/2023	0000010069	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	130,000.00
6/8/2023	0000010069	000336	MCGRAW-HILL	INSTRUCTIONAL MATERIALS	0100	6762000	4100000	061	111,500.00
6/9/2023	0000010070	0000000845	MYBINDING LLC	PUBLICATION SUPPLIES	0100	0000000	4300050	073	647.01
6/9/2023	0000010071	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	4300001	016	543.38
6/9/2023	0000010072	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	016	6,936.00
6/12/2023	0000010073	000983	CASBO	ANNUAL MEMBERSHIP	0100	0000000	5800000	071	3,500.00
6/12/2023	0000010074	000409	SAN DIEGO UNION-TRIBUNE	CONTRACTED SAERVICES	0100	0000000	5800007	071	337.01
6/13/2023	0000010076	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	850.21
6/13/2023	0000010078	001702	COMMON GOAL SYSTEM	PROFESSIONAL SERVICES	0100	0000001	5800010	061	8,067.57
6/14/2023	0000010079	0000000995	ELITE ATHLETE SERVICES LLC	PROFESSIONAL SERVICES	0100	6500100	5800050	054	1,540.00
6/14/2023	0000010080	0000000929	NATIONAL CITY TROPHY	AWARDS & INCENTIVES	0100	0000000	4300011	064	326.25
6/14/2023	0000010081	0000000959	PUBERTY: THE WONDER YEARS	INSTRUCTIONAL MATERIALS	0100	9010101	4300001	061	60.00
6/14/2023	0000010082	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	025	794.19
6/15/2023	0000010083	0000000996	ALAMEDA COUNTY OFFICE OF EDUCATION	REGISTRATION FEES	0100	5630000	5200003	050	350.00
6/15/2023	0000010084	002754	EL TAPATIO CATERING	CONTRACTED SERVICES	0100	0000005	4300015	061	238.91
6/15/2023	0000010085	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	10,394.16
6/15/2023	0000010086	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	1,008.24
6/15/2023	0000010087	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	025	861.66
6/16/2023	0000010089	004678	AMAZON CAPITAL SERVICES	AWARDS & INCENTIVES	0100	0300563	4300333	050	8,374.18
6/16/2023	0000010090	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL MATERIALS	0100	4203000	4100000	014	5,646.44
6/16/2023	0000010091	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0300020	4300015	020	1,131.00
6/16/2023	0000010092	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	1,585.21
6/16/2023	0000010093	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	2,324.97
6/16/2023	0000010094	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,219.30
6/16/2023	0000010095	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	2,430.66
6/16/2023	0000010096	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	9,722.63

PURCHASE ORDER REPORT (06/01/23 - 06/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
6/16/2023	0000010097	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	4203000	4300001	014	5,534.74
6/16/2023	0000010098	004762	WHOLESALE SCHOOLWEAR, INC.	SCHOOL UNIFORMS	0100	3010005	4300019	050	30,000.00
6/16/2023	0000010099	0000000493	FACTS EDUCATION SOLUTIONS LLC	CONTRACTED SERVICES	0100	4203000	5800010	014	13,000.00
6/16/2023	0000010100	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5300000	061	8,698.00
6/16/2023	0000010100	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5800010	061	3,420.00
6/21/2023	0000010102	003211	EMPLOYMENT DEVELOPMENT DEPT.	PROFESSIONAL DEVELOPMENT	0100	0000000	5800010	071	581.16
6/21/2023	0000010103	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	20,200.00
6/21/2023	0000010104	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	689.33
6/21/2023	0000010105	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	0000000	5800010	050	305.00
6/22/2023	0000010106	004785	SCHOOL MATE	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	018	1,185.00
6/23/2023	0000010107	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	0300012	4300001	012	499.63
6/23/2023	0000010108	0000000336	PROJECT LEAD THE WAY INC	PROFESSIONAL SERVICES	0100	4127000	5800006	061	6,650.00
6/23/2023	0000010109	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	0000000	5800001	071	19,700.00
6/24/2023	0000010110	000538	UC REGENTS	REGISTRATION FEES	0100	0000000	5200003	071	990.00
6/27/2023	0000010112	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	46,098.63
6/27/2023	0000010112	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	1,932.80
6/30/2023	0000010113	0000000271	RAPTOR TECHNOLOGIES, LLC	CONTRACTED SERVICES	0100	3010000	4300001	024	2,671.00
6/30/2023	0000010114	004899	THE COLLEGE BOARD	INSTRUCTIONAL MATERIALS	0100	0000000	4100000	061	6,340.84
Total for 0100									817,753.17
6/16/2023	0000010088	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	7,314.37
Total for 1200									7,314.37
6/12/2023	0000010075	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	2133	9010300	5800002	300	10,000.00
6/26/2023	0000010111	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	2133	9010300	5800001	300	10,200.00
Total for 2133									20,200.00
Grand Total									845,267.54

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** July 13, 2023

VIA: Gina A. Potter, Ed.D. **FROM:** Informational
Superintendent Business Services Action
Marilyn Adrianzen, Chief Business Official

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 June 1, 2023 through June 30, 2023 with checks #14-024130 through #14-038018 for a total expenditure of \$4,829,075.91 from the following sources:

- General Fund - \$4,412,825.69
- Child Nutrition Services- \$203,373.23
- Child Development Fund- \$64,691.38
- Building Fund Prop39-Measures U- \$148,185.61

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of June 1, 2023 through June 30, 2023 for a total expenditure of \$4,829,075.91. 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?	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	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;">\$4,829,075.91 (Amount)</div>	<div style="border: 1px solid black; padding: 2px;">Various (see above) (Name of funding source and/or location)</div>	

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14024130	JACOB RODRIGUEZ	6/1/2023	78.60	0100	REIMBURSEMENT
14024131	MARTA RODRIGUEZ DE TORRES	6/1/2023	96.68	0100	REIMBURSEMENT
14024132	FRANCISCO MATA	6/1/2023	70.38	0100	REIMBURSEMENT
14024133	CSM CONSULTING INC.	6/1/2023	1500.00	0100	CONTRACTED SERVICES
14024134	DENISE VILLEZCAS	6/1/2023	30.00	0100	REIMBURSEMENT
14024135	XEROX FINANCIAL SERVICES	6/1/2023	9274.22	0100	MAINTENANCE AGREEMENT
14024136	MARK KIRCHER	6/1/2023	50.04	0100	REIMBURSEMENT
14024137	CARLA GARCIA	6/1/2023	131.70	0100	REIMBURSEMENT
14024138	RUSSELL LITTLE	6/1/2023	38.00	0100	REIMBURSEMENT
14024139	NOHEMY YESCAS	6/1/2023	103.92	0100	REIMBURSEMENT
14024140	AARDVARK ANT & PEST CONTROL INC.	6/1/2023	395.00	0100	CONTRACTED SERVICES
14024141	GINA A. POTTER	6/1/2023	84.95	0100	REIMBURSEMENT
14024142	RUDY LOPEZ	6/1/2023	234.06	0100	REIMBURSEMENT
14024143	KEYGUARD ASSISTIVE TECHNOLOGY	6/1/2023	251.89	0100	INSTRUCTIONAL EQUIPMENT
14024144	MARIANNA ROCHIN	6/1/2023	52.13	0100	REIMBURSEMENT
14024145	ACADEMIC SUPPLIER	6/1/2023	1593.62	0100	OFFICE SUPPLIES
14024146	MAIDA GONSALES	6/1/2023	77.98	0100	REIMBURSEMENT
14024147	EDTHEORY LLC	6/1/2023	16754.58	0100	PROFESSIONAL SERVICES
14024148	LESSONPIX, INC.	6/1/2023	36.00	0100	INSTRUCTIONAL MATERIALS
14024149	KATIE BISAGA	6/1/2023	75.10	0100	REIMBURSEMENT
14024150	ALEJANDRO VALENCIA	6/1/2023	199.59	0100	REIMBURSEMENT
14024151	PACIFIC PURE WATER SYSTEMS LLC	6/1/2023	64.65	0100	PROFESSIONAL SERVICES
14024152	THE BIRCH AGENCY INC	6/1/2023	8400.00	0100	PROFESSIONAL SERVICES
14024153	JESSICA RIVERA PICENO	6/1/2023	127.85	0100	REIMBURSEMENT
14024154	JERRY HERRERA	6/1/2023	86.95	0100	REIMBURSEMENT
14024155	ELIZABETH LEHARDY	6/1/2023	121.97	0100	REIMBURSEMENT
14024156	KRISTINE HERNANDEZ	6/1/2023	173.76	0100	REIMBURSEMENT
14024157	RODRIGO AMEZQUITA	6/1/2023	178.28	0100	REIMBURSEMENT
14024158	IRMA BELTRAN	6/1/2023	201.85	0100	REIMBURSEMENT
14024159	VIKKI CASTORENA	6/1/2023	166.21	0100	REIMBURSEMENT
14024160	COURTNEY TIRE SERVICE	6/1/2023	791.35	0100	CONTRACTED SERVICES
14024161	NEXT DAY PRINTED TEES	6/1/2023	8471.61	0100	CONTRACTED SERVICES
14024162	SAFEWAY INC. -VONS DIVISION	6/1/2023	73.95	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14024163	OFFICE DEPOT	6/1/2023	6505.09	0100	INSTRUCTIONAL SUPPLIES
14024164	EFRAIN BURCIAGA	6/1/2023	151.96	0100	REIMBURSEMENT
14024165	SMART & FINAL	6/1/2023	1085.98	0100	REFRESHMENT
14024166	PROFESSIONAL TUTORS OF AMERICA	6/1/2023	641.25	0100	PROFESSIONAL SERVICES
14024167	VERONICA MEDINA	6/1/2023	572.49	0100	REIMBURSEMENT
14024168	TEAMTALK NETWORK	6/1/2023	505.92	0100	CONTRACTED SERVICES
14024169	AMAZON CAPITAL SERVICES	6/1/2023	31450.00	0100	INSTRUCTIONAL MATERIALS
14024170	MAYURA VONGSAVATH	6/1/2023	190.19	0100	REIMBURSEMENT
14024171	SOUTH BAY COMMUNITY SERVICES	6/1/2023	35785.00	0100	PROFESSIONAL SERVICES
14024172	JOSE HERRERA	6/1/2023	163.33	0100	REIMBURSEMENT
14025414	BMR HEALTH SERVICES, INC	6/5/2023	53403.60	0100	PROFESSIONAL SERVICES
14025415	MRC SMART TECHNOLOGY SOLUTIONS	6/5/2023	10708.22	0100	MAINTENANCE AGREEMENT
14025416	806 TECHNOLOGIES, INC.	6/5/2023	5600.00	0100	PROFESSIONAL SERVICES
14025417	CAL PACIFIC TRUCK CENTER ,LLC	6/5/2023	7067.76	0100	CONTRACTED SERVICES
14025418	T-MOBILE	6/5/2023	3346.55	0100	CONTRACTED SERVICES
14025421	KOMPAN, INC.	6/5/2023	2803.64	0100	MAINTENANCE SUPPLIES
14026696	CORODATA RECORDS MANAGEMENT, INC.	6/8/2023	216.26	0100	CONTRACTED SERVICES
14026697	SUNBELT RENTALS, INC.	6/8/2023	2733.16	0100	LEASE EQUIPMENT
14026698	MARJORIE P. BLOCK	6/8/2023	1930.00	0100	PROFESSIONAL SERVICES
14026699	MAXIM HEALTHCARE SERVICES, INC	6/8/2023	7106.00	0100	PROFESSIONAL SERVICES
14026700	PARKHOUSE TIRE INC	6/8/2023	1469.20	0100	CONTRACTED SERVICES
14026701	THE ED LADDER	6/8/2023	983.75	0100	CONTRACTED SERVICES
14026702	FOUNDATION BUILDING MATERIALS LLC	6/8/2023	1098.62	0100	MAINTENACE SUPPLIES
14026703	THERAPYTRAVELERS	6/8/2023	14400.00	0100	CONTRACTED SERVICES
14026704	SCHOOL LIFE	6/8/2023	74.85	0100	INSTRUCTIONAL MATERIALS
14026705	TANYA KELLER	6/8/2023	1500.00	0100	PROFESSIONAL SERVICES
14026707	PEDRO GUERRERO	6/8/2023	534.00	0100	CONTRACTED SERVICES
14026708	PARADIGM HEALTHCARE SERVICES	6/8/2023	3293.65	0100	PROFESSIONAL SERVICES
14026709	HOME DEPOT	6/8/2023	4173.44	0100	MAINTENANCE SUPPLIES
14026710	RCP BLOCK & BRICK	6/8/2023	228.11	0100	GROUNDS SUPPLIES
14026711	STARFALL EDUCATION	6/8/2023	355.00	0100	CONTRACTED SERVICES
14026712	SAN DIEGO COUNTY SUPERINTENDEN	6/8/2023	580.00	0100	REGISTRATION FEES
14026713	RUSSELL SIGLER, INC	6/8/2023	18.09	0100	MAINTENANCE SUPPLIES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14026714	OTAY MESA SALES INC.	6/8/2023	1368.08	0100	CONTRACTED SERVICES
14026715	NANCY FETZER'S LITERACY	6/8/2023	295.42	0100	INSTRUCTIONAL MATERIALS
14026716	ABA EDUCATION FOUNDATION	6/8/2023	400.00	0100	PROFESSIONAL SERVICES
14028288	CROWN AWARDS	6/12/2023	3841.59	0100	INSTRUCTIONAL MATERIALS
14028289	CAL PACIFIC TRUCK CENTER ,LLC	6/12/2023	10206.38	0100	CONTRACTED SERVICES
14028290	ROOF CONSTRUCTION	6/12/2023	77998.80	0100	CONTRACTED SERVICES
14028291	C&C GLASS	6/12/2023	865.00	0100	CONTRACTED SERVICES
14028293	ABIGAIL GOMEZ	6/12/2023	2000.00	0100	CONTRACTED SERVICES
14028294	PROCARE THERAPY	6/12/2023	20475.00	0100	PROFESSIONAL SERVICES
14028295	PARADIGM HEALTHCARE SERVICES	6/12/2023	1700.00	0100	PROFESSIONAL SERVICES
14028296	SEAWORLD PARKS & ENTERTAINMENT	6/12/2023	980.00	0100	ADMISSIONS
14028297	OFFICE DEPOT	6/12/2023	2848.95	0100	OFFICE SUPPLIES
14028298	SAN DIEGO COUNTY	6/12/2023	1243.48	0100	INSTRUCTIONAL MATERIAL
14028299	ATKINSON, ANDELSON, LOYA, RUUD	6/12/2023	176.37	0100	LEGAL FEES
14028300	BATTERY SYSTEMS	6/12/2023	75.38	0100	GROUND SUPPLIES
14028301	BEST BEST & KRIEGER LLP	6/12/2023	31484.10	0100	LEGAL FEES
14029727	RAPHAELS PARTY RENTALS INC.	6/15/2023	7638.81	0100	CONTRACTED SERVICES
14029729	HORIZON DISTRIBUTORS	6/15/2023	713.34	0100	GROUND SUPPLIES
14029730	WEATHERPROOFING TECHNOLOGIES, INC.	6/15/2023	411314.63	0100	CONTRACTED SERVICES
14029731	ANIXTER INC.	6/15/2023	146.04	0100	MAINTENANCE SUPPLIES
14029732	EMMA LANDCARE, INC	6/15/2023	13260.00	0100	CONTRACTED SERVICES
14029733	BRIDGE THE GAP SPED, LLC	6/15/2023	15344.84	0100	PROFESSIONAL SERVICES
14029734	PUBERTY: THE WONDER YEARS	6/15/2023	60.00	0100	INSTRUCTIONAL MATERIALS
14029735	SAN DIEGO GAS & ELECTRIC	6/15/2023	100929.78	0100	UTILITIES
14029736	CITY TREASURER	6/15/2023	21301.31	0100	UTILITIES
14029737	SAM & ROSE STEIN EDUCATION	6/15/2023	14962.24	0100	PROFESSIONAL SERVICES
14029738	GRAINGER	6/15/2023	143.09	0100	MAINTENANCE SUPPLIES
14029739	REFRIGERATION SUPPLIES	6/15/2023	629.59	0100	MAINTENANCE SUPPLIES
14029740	CASBO	6/15/2023	3500.00	0100	ANNUAL MEMBERSHIP
14029741	PENSKE TRUCK LEASING	6/15/2023	477.30	0100	CONTRACTED SERVICES
14029742	PITNEY BOWES	6/15/2023	449.95	0100	CONTRACTED SERVICES
14029743	BUS WEST	6/15/2023	99.48	0100	TRANSPORTATION SUPPLIES
14029744	CALIFORNIA DEPT. OF JUSTICE	6/15/2023	588.00	0100	CONTRACTED SERVICES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14029745	WILLY'S ELECTRONIC SUPPLY CO.	6/15/2023	100.81	0100	IT SUPPLIES
14029746	COOLE SCHOOL	6/15/2023	4147.38	0100	INSTRUCTIONAL MATERIALS
14029747	ROCHESTER 100 INC.	6/15/2023	1160.00	0100	INSTRUCTIONAL MATERIALS
14029748	YMCA OF SAN DIEGO COUNTY	6/15/2023	220310.99	0100	PROFESSIONAL SERVICES
14029749	SAN DIEGO COUNTY OFFICE OF	6/15/2023	318.00	0100	REGISTRATION FEES
14029750	AT&T	6/15/2023	7052.24	0100	UTILITIES
14029751	VALLEY INDUSTRIAL SPECIALTIES	6/15/2023	430.78	0100	MAINTENANCE SUPPLIES
14029752	WALMART	6/15/2023	696.64	0100	REFRESHMENTS
14029753	SAN DIEGO COUNTY SUPERINTENDEN	6/15/2023	1295.00	0100	REGISTRATION FEES
14029754	SOUTHWEST SCHOOL & OFFICE	6/15/2023	2205.94	0100	INSTRUCTIONAL SUPPLIES
14029755	ACE COOLING & FREEZING	6/15/2023	948.70	0100	CONTRACTED SERVICES
14029756	R&L PERFORMANCE AUTO SERVICE	6/15/2023	2488.34	0100	CONTRACTED SERVICES
14029757	BEST BEST & KRIEGER LLP	6/15/2023	8425.80	0100	LEGAL FEES
14029758	OTAY MESA SALES INC.	6/15/2023	506.42	0100	CONTRACTED SERVICES
14029759	FLYERS ENERGY	6/15/2023	4124.23	0100	CONTRACTED SERVICES
14029760	SOUTH BAY COMMUNITY SERVICES	6/15/2023	36417.00	0100	PROFESSIONAL SERVICES
14033550	MARJORIE PALACIOS	6/20/2023	539.00	0100	REIMBURSEMENT
14033551	ADRIANA GARCIA	6/20/2023	78.00	0100	REIMBURSEMENT
14033552	DAVID ALVARADO	6/20/2023	173.75	0100	REIMBURSEMENT
14033553	MAXIM HEALTHCARE SERVICES, INC	6/20/2023	3648.00	0100	PROFESSIONAL SERVICES
14033554	PANERA BREAD COMPANY	6/20/2023	1982.31	0100	REFRESHMENTS
14033555	SARAH WATSON	6/20/2023	139.78	0100	REIMBURSEMENT
14033556	BRIANNA MINTON	6/20/2023	42.31	0100	REIMBURSEMENT
14033557	BRIGHTLY SOFTWARE INC	6/20/2023	13377.08	0100	CONTRACTED SERVICES
14033558	THE ED LADDER	6/20/2023	2370.00	0100	CONTRACTED SERVICES
14033559	THERAPY TRAVELERS	6/20/2023	6720.00	0100	PROFESSIONAL SERVICES
14033560	EMMA LANDCARE, INC	6/20/2023	18100.00	0100	CONTRACTED SERVICES
14033561	DIANA HERNANDEZ	6/20/2023	61.57	0100	REIMBURSEMENT
14033562	NORMA SEDANO	6/20/2023	196.05	0100	REIMBURSEMENT
14033563	DIXIELINE LUMBER CO	6/20/2023	13.31	0100	MAINTENANCE SUPPLIES
14033564	SCHOLASTIC , INC	6/20/2023	6473.04	0100	INSTRUCTIONAL SUPPLIES
14033565	SAN DIEGO UNION-TRIBUNE	6/20/2023	337.01	0100	CONTRACTED SAERVICES
14033566	SAFeway INC. -VONS DIVISION	6/20/2023	328.61	0100	REFRESHMENTS

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14033567	OFFICE DEPOT	6/20/2023	7287.79	0100	OFFICE SUPPLIES
14033568	SAN DIEGO COUNTY	6/20/2023	600.00	0100	REGISTRATION FEES
14033569	RANCHO SAN DIEGO NURSERY INC	6/20/2023	3441.96	0100	GROUNDS SUPPLIES
14033570	LAURA ENGLISH	6/20/2023	289.04	0100	REIMBURSEMENT
14033571	EL TAPATIO CATERING	6/20/2023	238.91	0100	CONTRACTED SERVICES
14033572	SOUTHWEST SCHOOL & OFFICE	6/20/2023	25612.60	0100	INSTRUCTIONAL SUPPLIES
14033573	SAN YSIDRO SCHOOL DISTRICT	6/20/2023	367.50	0100	CONTRACTED SERVICES
14033574	AMAZON CAPITAL SERVICES	6/20/2023	10921.33	0100	MAINTENANCE SUPPLIES
14034864	TAQUIZAS LOS CHUCHYS	6/22/2023	1131.00	0100	CONTRACTED SERVICES
14034865	VECTOR USA	6/22/2023	8097.24	0100	PROFESSIONAL SERVICES
14034866	SUNBELT RENTALS, INC.	6/22/2023	325.58	0100	LEASE EQUIPMENT
14034867	BMR HEALTH SERVICES, INC	6/22/2023	63360.00	0100	PROFESSIONAL SERVICES
14034868	GLORIA MENA	6/22/2023	158.77	0100	REIMBURSEMENT
14034869	MARISELA GONZALEZ	6/22/2023	72.23	0100	RWEIM
14034870	MY PT SAN DIEGO	6/22/2023	18819.70	0100	PROFESSIONAL SERVICES
14034871	CRISTINA D'OLEIRE	6/22/2023	13.88	0100	REIMBURSEMENT
14034872	MARK KIRCHER	6/22/2023	56.20	0100	MILEAGE
14034873	MAXIM HEALTHCARE SERVICES, INC	6/22/2023	183746.64	0100	PROFESSIONAL SERVICES
14034874	806 TECHNOLOGIES, INC.	6/22/2023	6700.00	0100	CONTRACTED SERVICES
14034876	DAVID ALKASS	6/22/2023	48.48	0100	REIMBURSEMENT
14034877	CAPITOL ADVISORS GROUP, LLC	6/22/2023	2000.00	0100	PROFESSIONAL SERVICES
14034878	EFRAIN IVAN MANRIQUEZ	6/22/2023	156.48	0100	MILEAGE
14034879	AMBER ELLIOTT	6/22/2023	102.20	0100	MILEAGE
14034880	SASHANAE BUCHANAN	6/22/2023	214.39	0100	REIMBURSEMENT
14034881	MARIANNA ROCHIN	6/22/2023	23.45	0100	REIMBURSEMENT
14034882	CAL PACIFIC TRUCK CENTER ,LLC	6/22/2023	2460.42	0100	CONTRACTED SERVICES
14034883	ACADEMIC SUPPLIER	6/22/2023	794.19	0100	OFFICE SUPPLIES
14034884	THE STEPPING STONE GROUP	6/22/2023	26893.75	0100	PROFESSIONAL SERVICES
14034885	THE SPEECH PATHOLOGY GROUP, INC	6/22/2023	41613.33	0100	PROFESSIONAL SERVICES
14034886	REYMUNDO MIRELES	6/22/2023	6000.00	0100	PROFESSIONAL SERVICES
14034887	NATIONAL CITY TROPHY	6/22/2023	326.25	0100	AWARDS & INCENTIVES
14034888	THE BIRCH AGENCY INC	6/22/2023	6720.00	0100	PROFESSIONAL SERVICES
14034889	PROCARE THERAPY	6/22/2023	4725.00	0100	PROFESSIONAL SERVICES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14034890	KATARINA FRAY	6/22/2023	600.00	0100	PROFESSIONAL SERVICES
14034891	DARLENE HERBERT	6/22/2023	49.92	0100	REIMBURSEMENT
14034892	CITY TREASURER	6/22/2023	228.66	0100	UTILITIES
14034893	WILKINSON HADLEY KING &	6/22/2023	6060.00	0100	PROFESSIONAL SERVICES
14034894	WAXIE SANITARY SUPPLY	6/22/2023	30532.57	0100	CUSTODIAL SUPPLIES
14034895	LAKESHORE	6/22/2023	1420.43	0100	INSTRUCTIONAL MATERIALS
14034896	SCHOOL HEALTH CORPORATION	6/22/2023	7662.36	0100	MEDICAL SUPPLIES
14034897	GRAINGER	6/22/2023	343.95	0100	MECHANIC SUPPLIES
14034898	SCHOOL SPECIALTY	6/22/2023	5769.61	0100	INSTRUCTIONAL SUPPLIES
14034899	SCHOOL SERVICES OF CALIFORNIA	6/22/2023	2655.00	0100	REGISTRATION FEES
14034900	THE INSTITUTE FOR EFFECTIVE	6/22/2023	14872.00	0100	PROFESSIONAL SERVICES
14034901	CAROLINA HERNANDEZ	6/22/2023	99.56	0100	MILEAGE
14034902	REPUBLIC SERVICES	6/22/2023	22576.55	0100	UTILITIES
14034903	EWING IRRIGATION	6/22/2023	5770.39	0100	GROUND SUPPLIES
14034904	MANUEL BOJORQUEZ	6/22/2023	111.58	0100	REIMBURSEMENT
14034905	A-Z BUS SALES, INC.	6/22/2023	1309.21	0100	MECHANIC SUPPLIES
14034906	I B TROPHIES & AWARDS	6/22/2023	738.68	0100	AWARDS AND INCENTIVES
14034907	BENCHMARK EDUCATION COMPANY	6/22/2023	7340.63	0100	INSTRUCTIONAL SUPPLIES
14034908	EMPLOYMENT DEVELOPMENT DEPT.	6/22/2023	581.16	0100	PROFESSIONAL DEVELOPMENT
14034909	SAN DIEGO COUNTY SUPERINTENDEN	6/22/2023	30.00	0100	REGISTRATION FEES
14034910	VERONICA MEDINA	6/22/2023	240.68	0100	REIMBURSEMENT
14034911	TRANE U.S. INC	6/22/2023	123.52	0100	MAINTENANCE SUPPLIES
14034912	SYLVIA LUGO	6/22/2023	108.23	0100	REIMBURSEMENT
14034913	AMAZON CAPITAL SERVICES	6/22/2023	14762.87	0100	INSTRUCTIONAL MATERIALS
14034914	NIRVANA BUSTOS	6/22/2023	143.55	0100	REIMBURSEMENT
14036290	EMILIA VILLANUEVA	6/26/2023	279.76	0100	REIMBURSEMENT
14036291	BMR HEALTH SERVICES, INC	6/26/2023	14400.00	0100	PROFESSIONAL SERVICES
14036292	CRISTINA D'OLEIRE	6/26/2023	13.89	0100	MILEAGE
14036293	DIANA FLORES	6/26/2023	15.05	0100	REIMBURSEMENT
14036294	PROJECT LEAD THE WAY INC	6/26/2023	6650.00	0100	PROFESSIONAL SERVICES
14036295	PABLO J. SAINZ	6/26/2023	92.87	0100	MILEAGE
14036296	PURCHASE POWER	6/26/2023	155.81	0100	CONTRACTED SERVICES
14036297	AMBER ELLIOTT	6/26/2023	46.37	0100	MILEAGE

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14036298	AARDVARK ANT & PEST CONTROL INC.	6/26/2023	2217.00	0100	CONTRACTED SERVICES
14036300	TRAFERA, LLC	6/26/2023	49457.36	0100	TECHNOLOGY EQUIPMENT
14036301	JEDZIDA HERRON	6/26/2023	99.36	0100	REIMBURSEMENT
14036303	CATHERINE BISHOP	6/26/2023	108.69	0100	REIMBURSEMENT
14036304	ELITE ATHLETE SERVICES LLC	6/26/2023	1420.00	0100	PROFESSIONAL SERVICES
14036305	ALAMEDA COUNTY OFFICE OF EDUCATION	6/26/2023	350.00	0100	REGISTRATION FEES
14036306	DEMCO INC.	6/26/2023	543.43	0100	LIBRARY SUPPLIES
14036307	CALIFORNIA DEPARTMENT OF TAX	6/26/2023	1586.53	0100	USE TAX 22-23
14036308	WILKINSON HADLEY KING &	6/26/2023	17730.00	0100	PROFESSIONAL SERVICES
14036310	CURRICULUM ASSOC. INC.	6/26/2023	17388.15	0100	INSTRUCTIONAL MATERIALS
14036311	CITY TREASURER	6/26/2023	305.00	0100	CONTRACTED SERVICES
14036312	SAFEWAY INC. -VONS DIVISION	6/26/2023	107.85	0100	REFRESHMENTS
14036313	OFFICE DEPOT	6/26/2023	104.37	0100	OFFICE SUPPLIES
14036314	AUDIOMETRICS	6/26/2023	385.00	0100	CONTRACTED SERVICES
14036315	MANUEL BOJORQUEZ	6/26/2023	197.74	0100	REIMBURSEMENT
14036316	I B TROPHIES & AWARDS	6/26/2023	829.21	0100	OFFICE MATERIALS
14036317	CALIFORNIA ELECTRIC SUPPLY	6/26/2023	3095.48	0100	MAINTENANCE SUPPLIES
14036318	PROFESSIONAL TUTORS OF AMERICA	6/26/2023	573.75	0100	PROFESSIONAL SERVICES
14036319	SAN YSIDRO SCHOOL DISTRICT	6/26/2023	23415.59	0100	PCARD REPLENISH
14036320	VERONICA MEDINA	6/26/2023	198.45	0100	REIMBURSEMENT
14036321	TEAMTALK NETWORK	6/26/2023	437.58	0100	CONTRACTED SERVICES
14036322	AMAZON CAPITAL SERVICES	6/26/2023	1710.97	0100	INSTRUCTIONAL MATERIALS
14036323	XEROX CORPORATION	6/26/2023	9476.49	0100	MAINTENANCE AGREEMENT
14037981	NELSON ADAMS NACO CORPORATION	6/28/2023	88480.10	0100	CONTRACTED SERVICES
14037982	DANNIS WOLIVER KELLEY	6/28/2023	4231.10	0100	LEGAL SERVICES
14037984	WEX BANK	6/28/2023	4884.92	0100	VEHICLE GASOLINE
14037987	KARLA MONTANEZ	6/28/2023	110.04	0100	MILEAGE
14037988	ROOF CONSTRUCTION	6/28/2023	435828.65	0100	CONTRACTED SERVICES
14037989	EDTHEORY LLC	6/28/2023	30036.31	0100	PROFESSIONAL SERVICES
14037990	MYBINDING LLC	6/28/2023	647.01	0100	PUBLICATION SUPPLIES
14037991	SUN DIEGO CHARTER	6/28/2023	14400.00	0100	CONTRACTED SERVICES
14037992	CAASFEP	6/28/2023	40.00	0100	REGISTRATION FEES
14037993	BUILDING RESOURCES	6/28/2023	84439.02	0100	CONTRACTED SERVICES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14037995	TWIG EDUCATION, INC.	6/28/2023	707450.71	0100	CONTRACTED SERVICES
14037996	SAN YSIDRO SCHOOL DISTRICT	6/28/2023	25320.41	0100	PCARD REPLENISH
14037999	HAWTHORNE MACHINERY	6/28/2023	542.01	0100	CONTRACTED SERVICES
14038000	CURRICULUM ASSOC. INC.	6/28/2023	23629.16	0100	INSTRUCTIONAL SUPPLIES
14038004	HOME DEPOT	6/28/2023	4279.30	0100	GROUPS SUPPLIES
14038005	UNITED STATES POSTAL SERVICE	6/28/2023	1712.03	0100	POSTAGE
14038006	REPUBLIC SERVICES	6/28/2023	24571.78	0100	UTILITIES
14038008	A-Z BUS SALES, INC.	6/28/2023	2309.26	0100	MECHANIC SUPPLIES
14038009	ZONAR SYSTEMS	6/28/2023	704.21	0100	CONTRACTED SERVICES
14038010	BENCHMARK EDUCATION COMPANY	6/28/2023	822132.48	0100	INSTRUCTIONAL MATERIALS
14038011	WALMART	6/28/2023	499.63	0100	INSTRUCTIONAL MATERIALS
14038014	SAN YSIDRO SCHOOL DISTRICT	6/28/2023	38732.51	0100	PCARD REPLENISH
14038015	BEST BEST & KRIEGER LLP	6/28/2023	48031.43	0100	LEGAL FEES
14025420	AMAZON CAPITAL SERVICES	6/5/2023	482.60	0100	INSTRUCTIONAL SUPPLIES
14038017	AMAZON CAPITAL SERVICES	6/28/2023	5102.83	0100	AWARDS & INCENTIVES
Total Fund 01			\$ 4,412,825.69		
14025420	AMAZON CAPITAL SERVICES	6/5/2023	4208.35	1200	INSTRUCTIONAL MATERIALS
14028292	EMILY N STEWART CONSULTING	6/12/2023	5250.00	1200	CONTRACTED SERVICES
14036309	WAXIE SANITARY SUPPLY	6/26/2023	6209.96	1200	CUSTODIAL SUPPLIES
14037998	LAKESHORE	6/28/2023	41906.61	1200	INSTRUCTIONAL MATERIALS
14038012	SOUTHWEST SCHOOL & OFFICE	6/28/2023	7116.46	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			\$ 64,691.38		
14029728	CHEF'S TOYS & STAR RESTUARANT	6/15/2023	2483.50	1300	CAFETERIA EQUIPMENT
14034875	SADEER SAHIB	6/22/2023	191.00	1300	MILEAGE
14037980	GOLD STAR FOODS	6/28/2023	95912.46	1300	CAFETERIA FOOD
14037983	PANERA BREAD COMPANY	6/28/2023	2003.24	1300	CAFETERIA CATERINIGS
14037985	SYSCO SAN DIEGO INC.	6/28/2023	4209.42	1300	CAFETERIA FOODS
14037986	EL POLLO GRILL INC	6/28/2023	3130.44	1300	CAFETERIA FOODS
14038001	HOLLANDIA DAIRY INC.	6/28/2023	46572.21	1300	CAFETERIA FOOD
14038002	P&R PAPER SUPPLY COMPANY, INC.	6/28/2023	7330.65	1300	CAFETERIA PAPER GOODS
14038003	COUNTY OF SAN DIEGO	6/28/2023	346.00	1300	CONTRACTED SERVICES
14038007	LLOYD PEST CONTROL CO.	6/28/2023	504.00	1300	CONTRACTED SERVICES
14038013	ACE COOLING & FREEZING	6/28/2023	1996.44	1300	CONTRACTED SERVICES

Expenditure Report
6/1/23-6/30/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14038016	AMERICAN PRODUCE DISTRIBUTORS	6/28/2023	24389.24	1300	CAFETERIA FOOD
14038018	DOMINO'S PIZZA	6/28/2023	14304.63	1300	CAFETERIA FOODS
Total Fund 13			\$ 203,373.23		
14025419	RGC GENERAL ENGINEERING INC	6/5/2023	43860.61	2133	CONTRACTED SERVICES
14026706	PBK ARCHITECTS INC	6/8/2023	75775.00	2133	CONTRACTED SERVICES
14036299	TOM SILVA CONSULTING	6/26/2023	10850.00	2133	PROFESSIONAL SERVICES
14036302	PBK ARCHITECTS INC	6/26/2023	3750.00	2133	CONTRACTED SERVICES
14037994	PBK ARCHITECTS INC	6/28/2023	3750.00	2133	CONTRACTED SERVICES
14037997	WILKINSON HADLEY KING &	6/28/2023	10200.00	2133	PROFESSIONAL SERVICES
Total Fund 2133			\$ 148,185.61		
Gran total			4829075.91		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 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. 23/24-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2023-24 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

See attached
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

July 13, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Anti Defamation League (ADL)	to provide workshops to staff and students at Vista Del Mar Middle School. (2023-24)	\$4,000.00	Title I	Little/Cevallos
2	Colbi Technology, Inc.	To provide Secure Bids Software Services. (2023-2027)	\$3,500/year	G.O. Bonds and/or other funds	Adrianzen
3	Connect4Kids Psychological Services	To provide independent psychological and academic evaluations for a student with special needs. (2023-24)	\$4,250.00	Special Education	Little/Madera
4	DFS Flooring	To replace the carpet with vinyl in the Sunset Nurse's Office. (2023-24)	\$3,500.00	COPs Refunding	Iniguez
5	Fleet Science Center	To provide professional development to preschool staff. (2023-24)	N/A	N/A	Little/Colom
6	Kajitani Education, LLC	To provide a motivational presentation at the July 19, 2023 Welcome Back Event. (2023-24)	\$4,000.00	General	Potter
7	Learning Genie, Inc.	To provide Contactless Modules for attendance and reporting solutions. (2023-24)	\$7,920.00	American Rescue Plan (ARP 5059)	Little/Colom
8	Marina Village	For use of facilities for the Management Team Leadership Academy. (2023-24)	\$2,270.00	General	Adrianzen
9	Ferguson Speech Therapy Corp. dba Michael Ferguson	To provide speech services to students who receive special education services per their IEP. (2023-24)	\$120.00/hr	Special Education	Little/Madera
10	Music Therapy Center of California	To provide music therapy interventions for students. (2023-24)	\$4,000.00	Special Education	Little/Madera
11	San Diego County School Boards Assc Membership	SDCSBA Membership for 2023-24.	\$335.00	General	Potter
12	Tech24	To provide installation services of new combi ovens at Sunset School. (2023-24)	\$4,629.00	CNS KIT	Iniguez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

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

AGENDA ITEM: AGREEMENT WITH THE ANTI-DEFAMATION LEAGUE (ADL)

BACKGROUND INFORMATION:

Anti-Defamation-League (ADL) works in partnership with schools, organizations and communities to design and deliver anti-bias education, both online and in person. ADL Workshops Engage students and staff in dialogue and active learning on the topics of bias, bullying, inclusion and allyship that matter most to our community.

The Principal at Vista Del Mar Middle School is requesting approval to enter into a service agreement with ADL to offer the following workshops during the 2023-24 school year:

- *Faculty/Staff Anti-Bias Training* – This program helps develop intergroup communication skills, model effective anti-bias teaching methods, and increase the overall cultural competency of adults working with students.
- *No Place For Hate (NPFH) Committee Training* – This is a student-inspired school-wide program to create a more equitable and inclusive school climate, catered to a school’s unique culture and needs.

Workshops will be in person for half a day each at the cost of \$2,000.00 each session.

RECOMMENDATION:

Approve the agreement with the Anti-Defamation League (ADL) to provide workshops to staff and students at Vista Del Mar Middle School at an estimated cost of \$4,000.00 from the Title I 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.

Goal 4: Social Emotional and 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. Action 4.6

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,000.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 31st day of May 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Anti-Defamation League (ADL)
Company/Consultant

(619)310-7403
Telephone Number

605 Third Avenue, New York, NY 10158-3650
Address

www.adl.org
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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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

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

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

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breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

SAN YSIDRO SCHOOL DISTRICT

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Anti-Defamation League (ADL)	
Name:	Megan Nevels	
Title:	Education Director	
Address:	4950 Murphy Canyon Road #250	
City/State/Zip Code:	San Diego, CA 92123	
Telephone:	(310) 446-4233	
Email:	mnevels@adl.org	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Irene Herrera-Cevallos
Title:	Chief Business Official	Principal of VDM
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	irene.herrera-cevallos@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Anti-Defamation League (ADL)

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

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

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

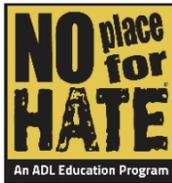


EXHIBIT A

Faculty/Staff Anti-Bias Training Vista Del Mar

The ADL proposes A World of Difference® Institute programming as part of ongoing professional Development for the staff of k-12 schools.

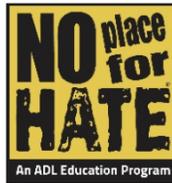
ADL workshops provide a foundation for exploring bias and its impact on individuals and society and learning effective strategies to confront prejudice and discrimination while simultaneously teaching participants to recognize and respect diversity. Programs help develop intergroup communication skills, model effective anti-bias teaching methods and increase the overall cultural competency of adults working with students. ADL believes comprehensive anti-bias education and continuous staff anti-bias training, as opposed to singular programming, is the best way to ensure a positive school climate for all identities.

ADL EDUCATION PROGRAM GOALS:

- To create respectful, inclusive and safe communities
- To build understanding of the value and benefits of diversity
- To improve intergroup relations
- To eradicate racism, antisemitism, and all forms of bigotry – both explicit and implicit
- To encourage personal responsibility in the promotion of justice and equality

NEEDS ASSESSMENT AND TRAINING ACTIVITIES:

All programs are interactive and utilize a variety of training modalities, including small and large group discussions, case studies, video presentations and collaborative problem-solving. They will be customized to the needs and goals of your school through a needs assessment. The development of the specific agenda will be informed by data gathered prior to the training sessions. Once the program is scheduled, ADL staff will provide instructions for this process, which will gather information from a representative cross section of the school communities. Please consider who would best be representative of your community to fill it out.



ANTI-BIAS MASTERY SKILLS:

- Understand the various dimensions of identity and can apply this understanding to their thinking and behavior
- Develop an understanding of basic terms and concepts relating to prejudice and discrimination and can apply this understanding to their interactions with others
- Increase their capacity to interact with others across different cultures
- Develop the capacity to recognize and acknowledge implicit and explicit prejudice and discrimination in themselves, in others and within institutions
- Develop skills to confront bias and discrimination in themselves and others •
Develop skills to examine personal attitudes and behaviors and organizational policies and practices for bias and inequity

PROGRAM LOGISTICS:

- Participants: 15 - 40 participants per training group
- In Person Program Materials:
 - Large meeting room(s) with moveable seating
 - Computer, monitor, speakers, and internet access to show slides and video
 - Chart paper and easel per room
 - Pens for all participants

PROGRAM LENGTH AND COSTS:

In person workshops costs range between \$2,000 (half day) - \$3,000 (full day).

Workshop expenses are based on ADL's 2023/24 standard rates. Fees are determined based on program length, type of agenda, the number of sessions scheduled, and the number of required ADL training specialists. ADL will work with clients to determine needs and budgetary concerns to negotiate program rates that best serve both organizations.

CONTACT:

Rachel Sato | ADL Associate Education Director
rsato@adl.org | Phone: 619-310-7403

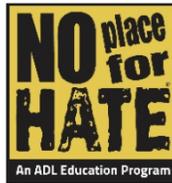


EXHIBIT A

NPFH Committee Training Vista Del Mar

ADL EDUCATION PROGRAM GOALS:

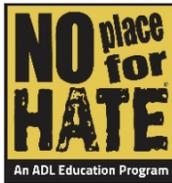
- To create respectful, inclusive and safe communities
- To build understanding of the value and benefits of diversity
- To improve intergroup relations
- To eradicate all forms of bias and bigotry – both explicit and implicit
- To encourage personal responsibility in the promotion of justice and equality

ANTI-BIAS SKILLS:

- Understand the various dimensions of identity and can apply this understanding to their thinking and behavior
- Develop an understanding of terms and concepts relating to prejudice and discrimination and can apply this understanding to their interactions with others
- Increase their capacity to interact with others across different cultures
- Develop the capacity to recognize and acknowledge implicit and explicit prejudice and discrimination in themselves, in others and within institutions
- Develop skills to confront bias and discrimination in themselves and others
- Develop skills to examine personal attitudes and behaviors and organizational policies and practices for bias and inequity
- Enhance their social-emotional competencies to create and sustain environments that are fair, equitable and respectful

NEEDS ASSESSMENT PROCESS:

The development of the specific agenda for this program will be informed by data gathered through a needs assessment process conducted prior to the training sessions. Once the program is scheduled, ADL staff will provide instructions for this process, which will gather information from a representative cross section of participants. Each program is interactive and utilizes a variety of training virtual modalities, including small and large group discussions, case studies, video presentations and collaborative problem-solving. Each agenda is customized to meet the specific needs of the client.



PROGRAM LOGISTICS:

- Participants: 15 - 30 students per group + 1-5 supporting adults*
- Required Program Materials per group:
 - Large meeting room(s) with moveable seating
 - Computer, monitor, speakers, and internet access to show slides and video
 - Chart paper and easel per room
 - Pens for all participants

CONTRACT:

ADL requires a minimum of 4 weeks between the signing of a training contract and the first training date.

PROGRAM FOCUS, LENGTH, AND COSTS:

Workshop expenses are based on ADL's 2023/24 standard rates. Fees are determined based on program length, type of agenda, the number of sessions scheduled, and the number of required ADL training specialists. ADL will work with clients to determine needs and budgetary concerns to negotiate program rates that best serve both organizations.

No Place for Hate Committee Training: This half or full day workshop provides a common language to discuss issues of bias and bullying on campus, increases the understanding of the impact of bias, stereotypes, prejudice, and bullying on their school, and assesses attitudes and norms that contribute to it. The training will work with 20 student leaders that represent the diversity, interests and untapped leadership of the school, as well as a 5-10* adults (teachers, admin, faculty or parents) who will provide institutional and adult support and insight for this student driven initiative, to start creating an action plan that features goals and activities for the [No Place for Hate®] school year. Standard cost: \$2,000 (half day) - \$3,000 (full day) per group

CONTACT:

Rachel Sato | ADL Associate Education Director
rsato@adl.org | Phone: 619-310-7403

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH COLBI TECHNOLOGY, INC. FOR
SECURE BIDS SOFTWARE SERVICES

BACKGROUND INFORMATION:

Secure Bids provides a secure place for online bids & other submissions and allows vendors to register to create a directory of service providers to search and communicate with. Secure Bids will be customized and made available via the web by COLBI. Initial implementation includes identification of users and security roles, database set up, and a customized dedicated online landing page. Initial training of staff is included.

Term: June 2023 to June 2027

RECOMMENDATION:

Approve/Ratify the agreement with Colbi Technologies, Inc. to provide Secure Bids Software Services at \$3,500.00 from the General Obligation Bonds and/or other available 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 2023-2024 Budget?

Yes No

Requisition #

Annually
\$3,500.00
(Amount)

G.O. Bonds and/or other available funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Software Services Agreement – Colbi Technologies, Inc.

This Software Services Agreement ("Agreement") is entered into as of the final date of signature hereto ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 13891 Newport Ave, Suite 150, Tustin, CA 92780 ("COLBI"), and San Ysidro Unified School District, having its principal place of business at 4100 Normal Street San Diego, CA 92103 ("CLIENT").

1. Software Services Provided by COLBI. COLBI will provide software services ("Services") as listed in this paragraph as set forth in Exhibit A and Exhibit B (Exhibits).
 - Secure BidsSM – Online submission of bids, proposals or other responses
2. Invoices, Fees and Payment Terms. Customer shall pay to COLBI all fees in accordance with the terms specified in Exhibits A and B. Any travel expenses approved in writing by the CLIENT in advance shall be supported by detailed invoicing and copies of receipts.
3. Indemnification:
 - A. CLIENT shall defend COLBI against any third-party claims arising out of (i) any actual or alleged CLIENT negligence, willful misconduct, or violation of law, (ii) any breach by CLIENT of this Agreement, or (iii) any violation of CLIENT's agreement with Client or Users of the Services and indemnify COLBI from the resulting damages. COLBI shall give prompt notice of any claim to CLIENT. CLIENT may settle, at its sole expense, any claim for which CLIENT is responsible under this section, subject to the reasonable approval of COLBI. COLBI may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of COLBI.
 - B. COLBI agrees to protect, save, defend and hold harmless San Ysidro Unified School District their Governing Boards and each member thereof, their officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement.
4. Term and Termination
 - C. Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Term periods, at which point this Agreement must be renewed with written agreement of both parties.
 - D. Termination of Agreement and Effect of Termination. COLBI may terminate this Agreement prior to the expiration of the Term if CLIENT fails to pay any fee, charge or any other amount owed by CLIENT to COLBI within 15 days after COLBI notifies CLIENT that CLIENT is in default of this Agreement if CLIENT fails to cure the default within such 15-day period. CLIENT may terminate this Agreement if COLBI fails to cure any default of this Agreement within 30 days of written notice. See Exhibit B for additional termination and effect of termination terms.
5. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested.
6. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement





may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that COLBI may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.

San Ysidro Unified School District

Jon Patterson
Jon Patterson, Director of Sales and Marketing

Name

June 2, 2023
Date

Title

01-0679534
Federal I.D.#

Date





EXHIBIT A
SCOPE OF SERVICES

Secure BidsSM <i>Online bids/submissions w/a vendor directory</i>	First Year	Annual Cost <i>(after 1st year)</i>
Initial Setup/Implementation	Waived	\$0
Annual Service Fee	\$3,500	\$3,500
TOTAL - SB	\$3,500	\$3,500

Reimbursables: At COLBI, we respect the need to properly budget in advance for expenses. Our services can be fully provided remotely. However, should you want on-site support or training, reimbursement for reasonable food, travel and lodging costs will apply. A not-to-exceed proposal will be provided for pre-approval once a mutually agreed scope of on-site service is finalized.



Secure Bids provides a secure place for online bids & other submissions and allows vendors to register with you, so you have a directory of service providers to search and communicate with.

SB Initial Implementation

Secure Bids will be customized for you and made available via the web by **COLBI**. Initial implementation includes identification of users and security roles, database set up, and a customized dedicated online landing page. Initial training of your staff is included.

COLBI will provide optional sample language and useable links for your agency website, submitted documents and advertisements instructing contractors how to access the system.

SB Annual Service Fee

Software Services: There is no restriction on the number of client-authorized users, nor the number of vendors and contractors allowed to use the service at no additional cost.

Support Services: **COLBI** will provide live phone support for client and vendor users during normal business hours, provide online virtual support, and issue best practice advisories and alerts. Typically, support can be provided remotely. Should in-person support be requested, reimbursement for reasonable travel and lodging costs incurred will apply and will be estimated and approved in advance





Web Services: COLBI will provide the software via the web to any computer meeting the required specifications when security login requirements are met. COLBI will provide remote **Secure Bids** software updates.

COLBI will provide access to **Secure Bids** software, host secure encrypted upload and storage of bid documents and submissions, provide data backup and recovery, and archive Opportunities automatically. COLBI will monitor, manage, and remediate the servers and network infrastructure that support **Secure Bids** software services.

End of Exhibit A



Colbi Technologies, Inc.
13891 Newport Avenue, Suite 150, Tustin, CA 92780
(714) 505-9544 ColbiTech.com

EXHIBIT B
COLBI'S STANDARD SOFTWARE SERVICES TERMS AND CONDITIONS

1. **Availability – Uptime:** COLBI commits to 99.9% uptime and availability of software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime as defined below.
2. **Classification and Resolution of Issues:** COLBI will classify, respond to and resolve a reported technical issue (an "Issue") with the software that cannot be resolved immediately through phone support as follows:
 - **Severity 1 Issues:** COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented COLBI's security procedures. COLBI will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
 - **Severity 2 Issues:** COLBI will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
 - Provide (or remove) access for Client authorized users, reset Client account passwords, or unlock Client accounts.
 - Emergency backup or backup restoration of the database if needed.
 - **Severity 3 Issues:** COLBI will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues. COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues as appropriate to the concern. Examples include, but are not limited to:
 - Minor bug fixes.
 - An incident with little impact on data or user experience and can be handled on a scheduled basis.
 - Problems affecting a small group of users.

The above resolution times are estimates that may be impacted by a variety of variables beyond COLBI's control. COLBI strives to address every Issue with the goal of responsiveness and the fastest path to resolution.
3. **Monitoring:** In order to support the 99.9% Uptime Commitment as defined below, COLBI proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the COLBI Support Team, who will resolve the issue according to severity.
4. **Hours of Operation:**
 - A. Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays) During standard operating hours COLBI will respond to Severity 1, Severity 2 and Severity 3 Issues
 - B. After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays. Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.
 - C. Holidays: COLBI observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday. COLBI reserves the right to add any other Federally recognized holiday to this list.

5. Requesting Support:

A. Authorized Users may submit a support case, or issue, through the COLBI helpdesk based on software purchased by emailing:

Account-Ability sm	aasupport@colbitech.com
COLBI Docs sm	cdsupport@colbitech.com
Quality Bidders sm	gbsupport@colbitech.com
Secure Bids sm	sbsupport@colbitech.com

1) Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve them.

B. Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).

- 1) Questions on how to use the software are answered quickly and may involve live on-screen assistance.
- 2) Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.
- 3) COLBI is not responsible for individual user’s browser settings, but we will help problem-solve.

6. Maintenance and Updates: High-quality service and availability requires COLBI to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to software may be suspended. Suspension of access for scheduled maintenance and updates does not constitute “Downtime.” COLBI’s goal is to minimize the impact of downtime and potential outages on Client. Unless COLBI is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Client will be notified in advance if planned maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

7. Suspension of Services: COLBI may suspend Services without liability if: (i) there is an attack on servers providing Client Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the COLBI network, or Clients; or (iii) required by law. COLBI will give Client advance notice of a suspension, if possible.

8. COLBI/Client License Grant: Subject to the terms and conditions of this Agreement, COLBI grants to the Client as the “Client,” and Client accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Consultant products/services included or embodied therein, in each case, solely for Client’s own internal business purposes, and subject to the terms and conditions of this Agreement. Client’s License for the Services is subject to such hosting policies, guidelines and specifications as COLBI may reasonably establish from time to time and which shall be posted on COLBI’s website within the Client’s post-login entry point for each software service. COLBI reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Client other than as expressly set forth herein.

9. License Terms: COLBI owns or has the right to license the System. The System contains proprietary trade secret technology. Unauthorized use and copying of such System is prohibited by law, including United States and foreign copyright law. The Client may not share and/or disclose any proprietary information associated with the System without the express written authorization of the Consultant. The

price Client pays for a copy of the System constitutes a license fee that entitles Client to use the System as set forth below. COLBI grants to Client a non-exclusive, nontransferable license to use the System. This License may be terminated by COLBI by written notice to Client upon material breach of this Agreement by Client, following written notice and reasonable opportunity to cure. This License is subject to all of the terms of this Agreement, including those set forth below:

- A. Client recognizes and agrees that the license to use the System is limited, based upon the amount of the license fee paid by Client. Limitations may include the number of employees, simultaneous users, System product modules, System features, computer model and serial number, and/or the number of terminals to which the System is permitted to be connected. Client agrees to: 1.) use the System only for the number of employees, simultaneous users, computer model and serial number, and/or terminals permitted by the applicable license fee; 2.) use only the product modules and/or features permitted by the applicable license fees; and 3.) use the System only in support of Client's own business. Client agrees not to increase the number of employees, simultaneous users, terminals, product modules, features, or to upgrade the model, as applicable, unless and until Client pays the applicable fee for such increase/upgrade. Client may not relicense or sublicense the System to, or otherwise permit use of the System (including timesharing or networking use) by any third party. Client may not provide service bureau or other data processing services that make use of the System without the express prior written consent of COLBI.
 - B. Client may use the computer programs included in the System (the "Programs") in object code form only, and shall not reverse compile, disassemble, or otherwise convert the Programs into uncompiled or unassembled code.
 - C. Client may copy the Programs as necessary to load and execute the Programs and for backup purposes only. All copies of the Programs or any part thereof, whether in printed or machine-readable form and whether on storage media or otherwise, are subject to all the terms of this License, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered or made accessible to the Client.
 - D. In the event that COLBI supplies updates, corrections, modifications, new versions or new releases of the System, (collectively referred to as "Updates"), such Updates shall be part of the System and the provisions of this License shall apply to such Updates and to the System as modified thereby.
10. **License to Host Client Data:** Subject to the terms and conditions of this Agreement, Client grants COLBI a worldwide, limited-term license to host, copy, transmit and display Client data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, COLBI acquires no right, title or interest in or to Client data.
11. **License to Use Feedback, Customizations, and Summarized Data:** Subject to the terms and conditions of this Agreement, Client grants COLBI a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, customization, correction or other feedback provided by Client or Users relating to the operation of the Services. Client authorizes COLBI to use Client summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.
12. **Client Responsibilities:** Client shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify COLBI promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, (vi) provide internet access sufficient for internet served software using up-to-date, modern browsers, and (vii) comply with the terms and conditions of this Agreement.
13. **Data Security:** COLBI shall take all reasonable precautions to prevent loss of the Client data due to acts of COLBI or any approved subconsultants. COLBI will employ storage (including backup, archive and redundant data storage) and reasonable precautions to prevent the loss of or alteration of any Client data in connection with COLBI's performance of the Services, or with use of the System by the Client under this Agreement. To protect the privacy and security of the Client's data and prevent unauthorized access to or use of such data, COLBI shall implement internal procedures and systems in connection

with the performance of this Agreement and maintenance of the System consistent with applicable international, federal, state, and local laws ("Security Procedures"). The purpose of the Security Procedures is to identify reasonably foreseeable risks to security and unauthorized access to the Client's data in connection with this Agreement and to minimize security risks, including through risk assessment and regular testing. COLBI will designate one or more employees to coordinate and be accountable for the Security Procedures.

14. **No Virus Warranty:** COLBI warrants that it will provide the Service free of Malicious Code. This warranty does not extend to Client data, media files, uploads, or alterations, or Third-Party media files, uploads or alterations.
15. **Fees and Payment Terms:** Initial payment is due when services commence or within 60 days from contracting, whichever is first. Client shall pay to COLBI all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from COLBI. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Client. Client agrees to pay all such taxes, duties or charges within 30 days upon receipt of an invoice from COLBI or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.
16. **Annual Renewals:** Commencement date shall be when services commence or no later than 60 days after contracting. Annual recurring fees will be billed prior to and are due on the expiration date to facilitate continuous service.
17. **Warranty Limitations/Disclaimer:** COLBI does not promise that the Services will be uninterrupted, error-free, or completely secure. COLBI does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. COLBI agrees to backup Client's data nightly. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COLBI DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES AND THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND COLBI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
18. **Termination for Infringement Claim.** If COLBI or any of its Clients is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and COLBI is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then COLBI may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination.
19. **Effect of Termination or Expiration:** Upon the termination or expiration of this Agreement, all licensed rights granted to Client shall terminate immediately unless the Client has purchased an Archival Exit Plan. Expiration or termination of this Agreement will not relieve Client of its obligation to pay any undisputed fees or other undisputed payments that are due to COLBI. Terms and Conditions related to privacy, security and intellectual property rights will remain in effect for the life of the Client's grant to access the Services.
20. **Limitations of Liability:** In no event shall COLBI be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential, or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall COLBI be responsible for loss of data or records of Client or any third party beyond the 30-day backup period included in the Services unless Client purchases extended backup. Client shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on COLBI's willful misconduct, the maximum aggregate liability of COLBI under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at

the time of the occurrence of the event(s) giving rise to the claim. Users of the software as a service over the internet are 100% responsible for all of their actions in the software after account creation.

21. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
22. **Force Majeure:** Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

End of Exhibit B

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CONNECT4KIDS PSYCHOLOGICAL SERVICES FOR 2023-2024 SCHOOL YEAR

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."

Connect4Kids Psychological Services, an independent agency, has been selected by the parents to perform independent psychological and academic evaluations for their child with special needs.

Cost implications: \$4,250.00 including IEP attendance for presentation of report.

RECOMMENDATION:

Approve/Ratify the agreement with Connect4Kids Psychological Services for the 2023-2024 school year to provide independent psychological and academic evaluations for a student with special needs at a cost of \$4,250.00 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 2023-2024 Budget?

Yes No

Requisition #

\$4,250.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

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4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Connect4Kids Psychological Services

Company/Consultant

(858) 798-9900

Telephone Number

2235 Encinitas Blvd, Ste 108, Encinitas, CA 92025

Address

www.connect-4kids.org

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 14, 2023

To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

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

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2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing 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 _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to

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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.

(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

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Connect4Kids Psychological Services
Name:	Crystal Bejarano, Psy.D.
Title:	Executive Director
Address:	2235 Encinitas Blvd, Ste 108
City/State/Zip Code:	Encinitas, CA 92024
Telephone:	(858) 798-9900
Email:	drbejarano@connect4kids.org

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Connect4Kids Psychological Services

Firm Name

Signature of Authorized Agent

Crystal Bejarano, Psy.D.

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

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: Connect4Kids Psychological Services

Name/title of authorized representative (Print) Crystal Bejarano, Psy.D.

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Connect4Kids Psychological Services will be providing the following services to a student with special needs:

- Psychological and Academic Evaluations that includes collecting data for testing;
- Attending an IEP meeting to present the results of evaluation.

Cost implications: not to exceed **\$4,250.00**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DFS FLOORING

BACKGROUND INFORMATION:

The District would like to replace the Sunset Elementary School nurse’s office carpet with vinyl flooring. Replacing the carpet with vinyl will help improve hygiene.

We solicited proposals from three vendors, of which DFS Flooring is the lowest amount. This cost includes material and labor.

RECOMMENDATION:

Approve/Ratify the agreement with DFS Flooring to replace the carpet with vinyl in the Sunset Nurse’s Office at a cost of \$3,500.00 from the COPS Refunded funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 2.1 – Maintain basic operating services of the District including MOTF personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$3,500.00

COPS Refunded

(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, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on July 14, 2023 by and between **DFS FLOORING**, hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on July 14, 2023 with work to be completed on or before July 23, 2023
 on an "as needed" basis.

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

PROJECT NAME AND BRIEF DESCRIPTION
Contractor will provide labor, materials, and removal of old flooring materials and will install new vinyl flooring in the Sunset School's Nurses Office/Room. (See the attached proposal referred to as Exhibit A of this agreement for Scope of Work and Compensation details).

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

- Scope of Work Statement (Exhibit A)
- Certificates of Liability Insurance
- Additional Insured Endorsement(s)
- Worker's Compensation Insurance (as required by law)
- Waiver of Subrogation for both General Liability and Workers' Compensation
- School Safety Certification Form
- IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
- 10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
- 11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Authorized Signature

Marilyn Adrianzen, Chief Business Official

Name

DATE: _____

TITLE: _____

BOARD APPROVED: _____

LICENSE NUMBER: _____

ADDRESS: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

DATE: _____

FAX: (619) 428-9355

TEL # _____

EMAIL: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials _____

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

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

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District
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's employees and/or subcontractors may have contact with pupils.**

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

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

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

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

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

CERTIFICATION:

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

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

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

EXHIBIT A



15651 Saticoy St.
 Van Nuys, Ca 91406
 Phone: (818) 374-5200
 Fax : (818) 779-1504
 Contractors License #999046
 DIR # 1000006695

Proposal

Attn: JOSE F. INIGUEZ

From: STEVE GORDON - P&I

Estimator: _____

Admin: CARRI HERNANDEZ

Revision #: _____

Date: 7/6/2023

Bid Due Date: 7/6/2023

Plan Date: _____

Addendum : _____

To

SAN YSIDRO SCHOOL DISTRICT
 4350 OTAY MESA ROAD
 SAN YSIDRO, CA 92173
 Phone: (619) 428-4476- 3065

Project

SUNSET ELEMENTARY - NURSES ROOM PROJECT
 3825 SUNSET LANE
 SAN YSIDRO, CA 92173

BASE BID (NURSES OFFICE) - FURNISH AND INSTALL BENTLEY LVP AND 6" RUBBER BASE

			<i>Quantity</i>		<i>Line Total</i>
1	LT-1 LINOLEUM TILE SUPPLIED & INSTALLED BENTLEY® CARPET MILLS GROUND RULES (BGRRUL) 6" X 48" 5MM	TBD / TBD	280.00	SF	2,590.00
2	B-1 WALL BASE SUPPLIED AND INSTALLED TARKETT (JOHNSONITE) 6" COVE BASE	TBD	100.00	LF	260.00
3	TRANSITIONS TARKETT (JOHNSONITE) CTA-40-A	BLACK / 40	12.00	LF	75.00
4	FLOOR PREP ALLOWANCE TO FLASH PATCH SMALL HOLES AND CRACKS AFTER REMOVAL OF ALL EXISTING MATERIALS, INCLUDING ADHESIVES, BY OTHERS. EXCLUDES FLOOR LEVELING AND FILLING OF CORE HOLES.	N/A / N/A	1.00	UNIT	325.00
5	DEMO & DISPOSAL OF CARPET AND CARPET BASE INCLUDES HARD SCRAPPING OF OLD BROADLOOM ADHESIVE	N/A / N/A	1.00	UNIT	250.00

TOTAL (APPLICABLE TAX INCLUDED) \$3,500.00

SYSD BOARD APPROVED: _____ (\$3,500.00)

 Marilyn Adrianzen, CBO DATE: _____

OPTION 1 (MAIN ENTRY) - FURNISH AND INSTALL BENTLEY LVP , SHAW WALK OFF MAT AND 6" RUBBER BASE

				<i>Quantity</i>	<i>Line Total</i>
1	C-1 CARPET SUPPLIED AND INSTALLED SHAW CONTRACT WELCOME II (5T031) 24" X 24" ECOWORX BACKING	CHARCOAL / 31549	5.33 SY		506.35
2	LT-1 LINOLEUM TILE SUPPLIED & INSTALLED BENTLEY® CARPET MILLS GROUND RULES (BGRRUL) 6" X 48" 5MM	TBD / TBD	280.00 SF		2,170.00
3	B-1 WALL BASE SUPPLIED AND INSTALLED TARKETT (JOHNSONITE) 6" COVE BASE	TBD	100.00 LF		250.00
4	FLOOR PREP ALLOWANCE TO FLASH PATCH SMALL HOLES AND CRACKS AFTER REMOVAL OF ALL EXISTING MATERIALS, INCLUDING ADHESIVES, BY OTHERS. EXCLUDES FLOOR LEVELING AND FILLING OF CORE HOLES. DFS N/A	N/A	1.00 UNIT		340.00
5	TRANSITIONS TARKETT (JOHNSONITE) CTA-40-A	BLACK / 40	12.00 LIN FT		75.00
6	DEMO & DISPOSAL OF CARPET AND WALL BASE INCLUDES HARD SCRAPPING OF OLD BROADLOOM ADHESIVE DFS N/A	N/A	1.00 UNIT		275.00

CA Crpt Stewardship Assessment **\$3.89**

TOTAL (APPLICABLE TAX INCLUDED) \$3,620.24

EXCLUSIONS; DOES NOT INCLUDE ANY MAJOR FLOOR PREP, FLOATING/LEVELING, WEEKEND OR AFTER HOURS WORK.

***PRICING BASED ON PREVAILING WAGE AND REGULAR HOURS.

***FURNITURE MOVING BY OTHERS

**This proposal pricing is valid for thirty (30) days with approved credit.
Payment is due within ten (10) days of invoice.**

DFS Flooring will furnish all materials and/or labor as described herein and as per the attached scope drawing(s) (when applicable). Price includes all applicable freight and taxes. Customer agrees to provide adequate lighting, power, vertical access and temperature control. Customer is subject to payment for stored materials. Storage fees are applicable for materials warehoused by DFS Flooring beyond the agreed upon installation date. DFS flooring will not accept back-charges for trade damage without the option to inspect and correct claims. DFS Flooring is not responsible for any claims or liquidated damages arising from delays caused by material manufacturers. Seam placement of roll goods is subject to manufacturer roll lengths. DFS Flooring is not responsible for any restocking fees and / or freight once material orders are placed. All restocking fees and freight fees associated with canceled or changed orders are to be paid for by the customer. In any action or proceeding, including an arbitration, between the parties relating to this agreement or to the work, labor and materials furnished to the project or to the project, the prevailing party in any such action or proceeding shall be entitled to recover all attorneys' fees, costs, and expenses incurred therein.

DFS Charges a 4% fee for any credit card payment.

Nevada Contract Limit \$1,500,000.

California CARE FEE is currently .58 per yard for Broadloom Carpet and .73 Per yard for Carpet tile and will be billed for all jobs with carpet in California. If the rate changes, customer will be responsible for the higher rate.

Exclusions: Unless specifically included, this proposal excludes the following items: (1) Major floor preparation consisting of any work beyond typical sweeping, filling of small holes, saw cuts, and shrinkage or expansion cracks in the slab. Examples of major floor preparation include but are not limited to the removal of chemicals, gypsum compound or other foreign substances from the substrate; Any corrective work required to achieve a smooth trowel finish (skim-coating); Any work required to bring the sub-floor to a degree of flatness required by the owner such as floating, leveling, or grinding; Nailing and filling or sanding of irregularities at wood substrates. (2) Moisture testing/ remediation (Per CRI-104-96, 6.3 site conditions: "The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed." DFS Flooring's Installation Warranty does not include any moisture or alkalinity related floor failures. (3) Asbestos control/abatement. (4) Extra material stock beyond floor coverage. (5) Premium labor hours (holidays, weekends, and weekdays from 4PM-5AM). (6) Phasing. (7) Furniture/equipment moving. (8) Premium or custom color selections on unspecified products. (9) Post-installation maintenance including vacuuming; buffing, waxing, sealing, cleaning, and protection. (10) Insurance related to Pollution Liability.

PLEASE NOTE: ALL SUBMITTALS ARE CURRENTLY TAKING AT LEAST 7 BUSINESS DAYS

*****IMPORTANT NOTICE REGARDING RECENT DELAYS & PRICE INCREASES*****

DFS Flooring guarantees pricing for up to thirty (30) days from the proposal origination date.

The recent global pandemic has caused unprecedented raw material and labor shortages that have disrupted the supply-chain and caused frequent material price increases that have been imposed without notice. To avoid any additional charges due to manufacturer price increases, materials must be formally approved within 30 days from the origination date on the proposal.

DFS Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages.

These delays are beyond our control, therefore DFS Flooring will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders and scheduling your projects. Physical samples for submittals may take in excess of 7 business days to process. Consider processing digital submittals whenever possible.

Van Nuys P&I

SAN YSIDRO SCHOOL DISTRICT

Signed: _____
STEVE GORDON - P&I

Signed: _____ Date: _____
Marilyn Adrianzen, CBO

Proposed Installation Start Date: _____

Board Approved/Ratified: 07-13-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE FLEET SCIENCE CENTER

BACKGROUND INFORMATION:

The Fleet Science Center will provide professional development to the preschool staff during the fiscal year 2023-2024 at no cost to the District. The professional development is titled Storybook Science and will focus on STEM. Each staff workshop will pair a storybook with hands on inquiry-driven science investigations that can carry over into the classrooms.

The professional development workshops for Preschool include the following:

- *True Story of the Three Little Pigs:* Engineering Activity
- *Bruce's Big Storm:* Weather Activity
- *All My Friends are Planets:* Space Activity
- *Who Sank the Boat:* Engineering Activity

RECOMMENDATION:

Approve the agreement with the Fleet Science Center to provide professional development to preschool staff during fiscal year 2023-2024 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

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4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of June, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Fleet Science Center

Company/Consultant

619-238-1233

Telephone Number

1875 El Prado, San Diego, CA 92101

Address

Fleetscience.org

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023

To June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES - Services provided are at no cost to the district.

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

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2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing 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 directed by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Health Information Technology and Economic Clinical Health Act of 2009 (“HITECH”).

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **“design professional”** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Fleet Science Center	
Name:	Yanet Lopez	Osiris Garcia
Title:	Community Engagement Manager	School Partnerships Manager
Address:	1875 El Prado	1875 El Prado
City/State/Zip Code:	San Diego, CA 92101	San Diego, CA 92101
Telephone:	858-922-6279	619-238-1233
Email:	ylopez@rhfleet.org	ogarcia@rhfleet.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	Director of Preschool & Child Development
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 x3583
Email:	Marilyn.adrianzen@sysdschools.org	

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Fleet Science Center

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

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 potential contact with pupils, minors and/or persons in an incapacitated state.**

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

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

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

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

- The Fleet Science Center will provide a series of four Professional Learning workshops based on our “Storybook Science” series. to San Ysidro educators.
- The workshops are only for staff, students will not be involved.
- There will not be a Fee to your educators or San Ysidro school district, the programming is funded through a grant we received from the Doctor Seuss Foundation to explore how stories can be used as tools for educating STEM topics while building literacy.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Gina Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KAJITANI EDUCATION, LLC

BACKGROUND INFORMATION:

Guest speaker, Mr. Alex Kajitani will provide a motivational presentation to district staff during the Welcome Back Event on July 19, 2023. The keynote will focus on the topic: "Owning It: Proven Strategies to Ace & Embrace Our Work as Educators."

RECOMMENDATION:

Approve the agreement with Kajitani Education, LLC to provide a motivational presentation at the July 19, 2023 Welcome Back Event at a cost of \$4,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,000.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Kajitani Education, LLC (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide a motivational presentation to District staff during the Welcome Back Event on July 19, 2023. The Title of the presentation is “Owning It: Proven Strategies to Ace & Embrace Our Work as Educators”.

Change is coming at us from all angles: technological, cultural, social, and environmental. This presents a great challenge (and a great opportunity) in schools and in the teaching profession. Owning It, will empower teachers to own their careers, teach effectively, and develop strong relationships.

Staff will discover an array of easy-to-implement strategies designed to help excel in the myriad of modern-day responsibilities of teachers and educators; classroom leaders, mentors, colleagues, team members and public professionals.

2. Scope of Services:

The SPEAKER shall perform the services described below for the compensation stated in Section 3. Refer to **Exhibit A** for further scope of work details.

Keynote speaker, Mr. Alex Kajitani will provide a speaking engagement for the District’s Welcome Back Staff Event on July 19, 2023 at the San Ysidro Middle School location.

3. Compensation:

DISTRICT shall pay SPEAKER a not to exceed amount of \$4,000.00. The DISTRICT is not responsible for any other expenses. A Purchase Order is required before providing services.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay SPEAKER within 30 days and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

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

5. Insurance

SPEAKER shall main, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “per occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000 the required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

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

5. Termination:

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

6. Other:

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

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

KAJITANI EDUCATION, LLC

GUEST SPEAKER – Mr. Alex Kajitani

Signature: _____ Date: _____

3761 Portland Ct., Carlsbad, CA 92010
(858) 336-8678
AlexKajitani@gmail.com

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

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

Board approved: _____

Kajitani Education, LLC

**3761 Portland Ct. Carlsbad, CA 92010 Phone: (858) 336-8678 Fax: (859) 201-3384
Email: AlexKajitani@gmail.com**

CONTRACT FOR BOOKING ALEX KAJITANI

Please Complete & Email, Fax or Mail to Above

Be it known that on the 21st day of June, 2023 Alex Kajitani (hereinafter referred to as “contractor”) and the San Ysidro School District (hereinafter referred to as “contractee”) do hereby enter into contract under the following terms and conditions.

1. Contractor hereby agrees to furnish the following on July 19th, 2023, at contractee’s Back-to-School Convocation. Exact times and locations to be determined within two weeks of event.

Keynote Speaking Engagement (approx. 30-minutes)

“Owning It: Proven Strategies to Ace & Embrace Our Work as Educators”

Intended Audience: All district personell

2. Additional presentations requested of speaker (contractor) outside the terms of this agreement are subject to additional fees.

3. In consideration of the services described above, contractee agrees to pay contractor an all-inclusive speaking fee of \$4,000. Contractee agrees to pay the full amount due to the contractor within 30 days after the speaking date.

4. Checks payable to: Kajitani Education

5. If interested, this booking entitles contractee to invest in any of Alex’s books at a deeply discounted rate. Contact Alex for further details.

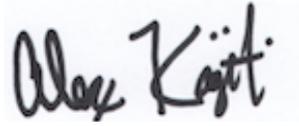
6. Audio or video taping of the speaker’s (contractor) program(s) is not permitted by any means whatsoever by contractee or any audience member, unless agreed upon after contractee makes the request to the speaker in writing and receives written authorization from the speaker.

7. If the engagement(s) are canceled due to an Act of God or dangerous situation (including situations that arise due to Covid-19), both parties agree to reschedule the event with the same terms stated in the initial contract. In the event of an emergency or unforeseen situation that causes contractor to cancel the scheduled speaking engagement(s), contractee and contractor may reschedule the speaking engagement(s).

(continued on next page)

(continued)

Alex Kajitani, Contractor



June 21, 2023

* * *

San Ysidro School District, Contractee Representative

_____ (print name)
Marilyn Adrianzen, CBO

_____ (signature)

_____ (date)

Board approved: 07-13-23

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Preschool & Child Development Programs Informational
Manuela Colom, Interim Director Action

AGENDA ITEM: AGREEMENT WITH LEARNING GENIE, INC.

BACKGROUND INFORMATION:

The Learning Genie Program’s Modules include the following: • Contactless Attendance Module with Health Screening • Portfolio and Assessment Module (PA) • DRDP Data Module • Family Engagement Module (FE-S) (no cost). * The program allows parents to download the Learning Genie App for Parents to sign in/out children from their device with digital signature, together with digital health screening forms. All district preschool teachers have been provided with an iPad to assist any parent that does not have a device. In addition, staff will be able to take attendance, monitor data, and print attendance and other required reports set by the Department of Education’s Early Learning and Care Division directly from the Dashboard.

RECOMMENDATION:

Approve the agreement with Learning Genie, Inc. to provide Contactless Modules for attendance and reporting solutions from the 2023 2024 school year at a cost of \$7,920.00 from the Preschool & Child Development funds.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$7,920.00

(Amount)

American Rescue Plan
ARP (5059)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Proposal for San Ysidro School District

Created by:

Learning Genie

Learning Genie Inc Jasmin Melendez

Net. 60

Prepared for:

Nancy Serrano

San Ysidro School District

nancy.serrano@sysdschools.org

1880 Smythe Ave.San Ysidro CA

92173 (619) 428-2352

Learning Genie

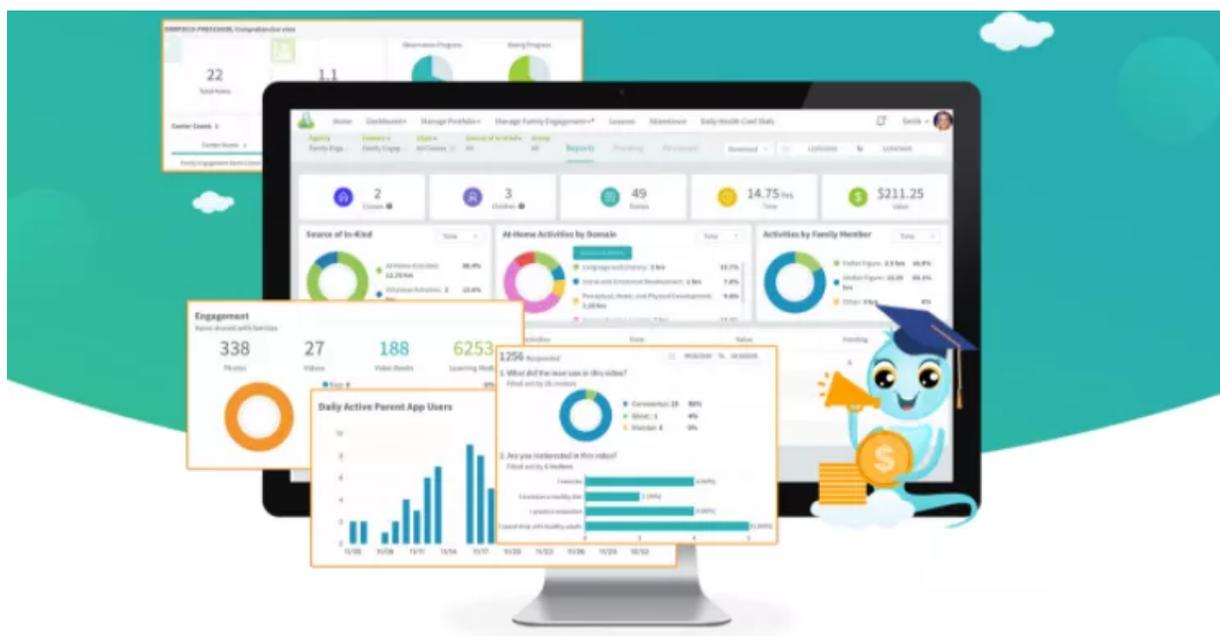


2023 Product and Service Offering

Learning Genie provides a suite of software applications (mobile and web-based applications) to empower early learning program administrators and educators to achieve continuous quality improvement with data-driven child assessment and family engagement. Learning Genie supports agency's program quality and data needs via ten (10) different software modules.

- Portfolio and Assessment Module
- DRDP Data Module
- Survey Module
- DRDP Reflective Lesson Planning Module* (*new 2022*)
- DRDP Reflective Lesson Plan PLUS (with supplementary curriculum) - **(NEW 2023)**
- Family Engagement Module
- Dual Language Learning Module * (*new 2022*)
- In-Kind Tracking Module
- Contactless Attendance Module with Daily Health Screening
- Infant Sleep Tracking Module *(*new 2022*)

Learning Genie also provides a web-based professional development and learning portal for educators and administrators to customize and choose different learning pathways to build capacity.



2023 Product Offering for State Programs



Select the modules based on your needs or bundle them together for the maximum impact.

State Program Suite - Essential

This Suite includes 4 modules

1. Portfolio and Assessment Module
2. DRDP Data Hub Module
3. Family Engagement Module
4. Survey Module*



State Program Suite - Professional

This Suite includes 5 modules with the option to upgrade to our **NEW DRDP Reflective Lesson Plan PLUS** (with supplementary curriculum)

Option 1

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. Reflective Lesson Planning Module

Option 2

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. **NEW** Reflective Lesson Plan PLUS (with supplementary curriculum)*



*RLP Plus added a 6-unit (24-week) curriculum aligned with California Preschool Foundation, DRDP2015 Assessment. The curriculum is designed and edited by Dr. Natalie Seers and Dr. Lisa Kaufman, with contributing authors from California college professors, DRDP-certified trainers, and coaches that facilitate the most practical hands-on lessons and are validated and tested by California CSPP and TK teachers.



Learning Genie Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

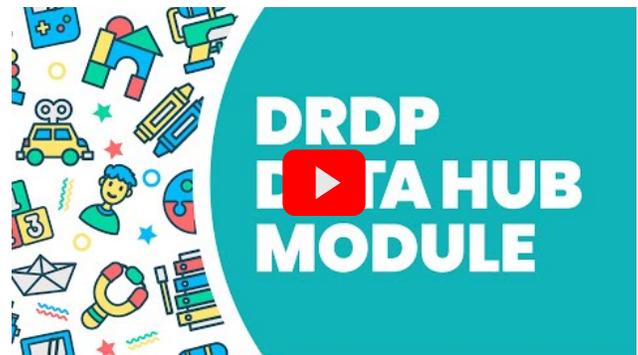
Portfolio & Assessment Module

This module enables easy collection and tracking of child assessment data (California DRDP2015 standards or other Portfolio based assessment), including child observation notes with evidence with voice-to-text, tagging of DRDP measures, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress, and weekly summary reports sent to all users.



DRDP Data Hub Module (since 2021)

This module generates California Department of Education approved Child Assessment reports on child, class, center, group/cohort, agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, quality monitoring and improvement for better child and program outcomes. For CA state funded programs, data are automatically sent to the state system via API.



NEW Curriculum and Reflective Lesson Planning Module

This module provides a rich library of age and developmentally appropriate Lesson Plan activities, aligned with the California Preschool Foundation, DRDP2015 Assessment, and common core standards. Agencies can build and customize agency-wide lesson plan libraries and share them among teachers. The interactive weekly lesson planner enables teachers to plan group and individualized lessons linked to DRDP assessment and child development insights. Lesson plans can be shared among teachers, creating a “virtually shadowing” opportunity for new teachers to learn the planning process from model teachers.



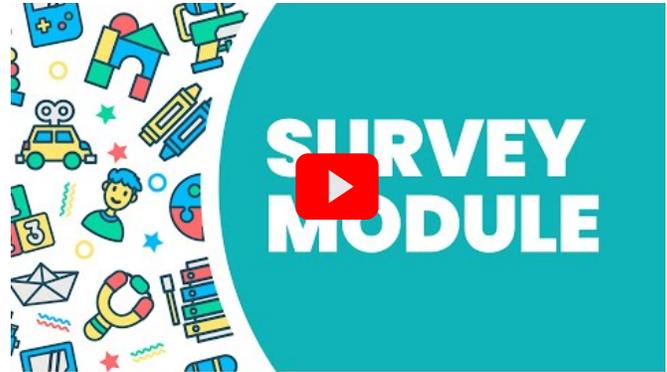
Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

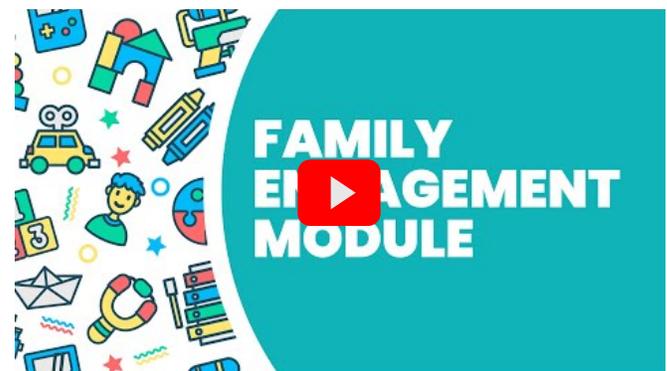
DRDP Survey Module (since 2021)

This module provides an easy tool for administrators and teachers to create and distribute customized surveys to selected centers/classes or agency-wide to families. It features Parent Survey and Family Outcome Survey (customizable). Parents can fill out surveys directly on the parent app. With surveys automatically linked to children profiles, survey reports can be easily generated with demographic analysis.



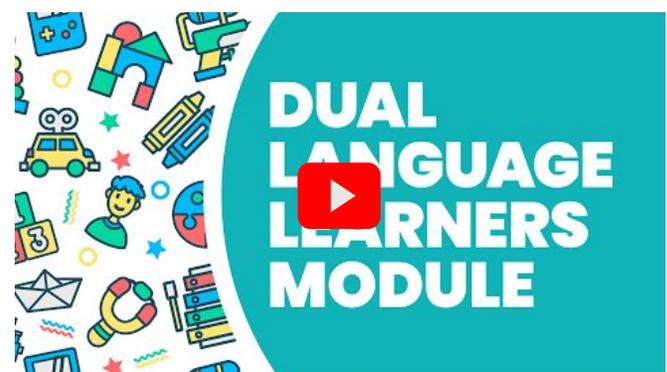
Family Engagement Module

This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data insights and reports on how families are engaged for continuous quality improvement.



Dual Language Learners Module

This module helps agencies to fulfill the California AB1636 and Head Start Performance Standards required to deliver high-quality programs for dual language learners. It powers monolinguals built-in with dual language video book channels supporting multiple languages. It also enables teachers to conduct multi-language lessons and engages parents to support children's home language and English development with at-home learning activities. All data are presented in a DLL dashboard for administrators to analyze and report progress and impact.



Software Modules at a Glance



Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

Contactless Sign-in Module

This module provides an app-based contactless solution for parents to easily sign in/out children contactless from their device with a digital signature, together with digital health screening forms that are required from licensing needs. Staff can take attendance, monitor data and print attendance reports from the Dashboard.



Infant Sleep Tracking Module

This module helps providers to track 15-min infant sleep status to fulfill the California Department of Social Services (CDSS) contract requirements for Safe Sleep. Staff can easily enter the information at their fingertips on a mobile device - saving time and paperwork. Reports are automatically generated for administrators to review, monitor, and serve as documentation for state reporting.





Multi-Year Contract Benefits

Lock down the price for multi years to enjoy new features without budget concerns.

Learning Genie actively listens to our customers and adds lots of new features to our product every year based on user feedback. A multi-year contract will lock the price and grant you access to new features in the modules you subscribed at the original price without having to worry about budget constraints. In addition, you will also enjoy exclusive discounts to new software modules and services.

One budget approval process for multiple years, instead of going through board/management approval every year.

The annual budgeting and approval process involves a lot of hard work and internal coordination. A multi-year contract will reduce the hassle of getting budget approval every year, and give you peace of mind for years.



Customer Order - Software Subscription

Service Start Date 07-01-2023

Service End Date 06-30-2024

Year 1 (2023-2024)	Unit Price Per Child	Children Slots	Subtotal
<input checked="" type="checkbox"/> 2023 Pricing: Portfolio and Assessment Module (PA)	\$8.00	300	\$2,400.00
<input checked="" type="checkbox"/> 2023 Pricing: DRDP Data Module	\$5.50	300	\$1,650.00
<input checked="" type="checkbox"/> 2023 Pricing: Family Engagement Module (FE)	\$7.00	300	\$2,100.00
<input checked="" type="checkbox"/> 2023 Pricing: Contactless Attendance Module with Health Screening	\$3.50	300	\$1,050.00
<input checked="" type="checkbox"/> 2023 Pricing: Maintenance & Technical Assistance Fee (10%)	\$720.00	1	\$720.00
			\$7,920.00

SYSD Board approved _____ Only the above was approved for 2023-24.

Marilyn Adrianzen, CBO

DATE: _____

Customer Order

Professional Development



Service Start Date 07-01-2023

Service End Date 06-30-2024

Professional Development Modules (web-based) Annual PD Subscription Year 1 (2023-2024)	Price Per Module	Quantity	Subtotal
<input type="checkbox"/> 2023 Pricing: PD Basic Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials - Ideal for 50 or less staf	\$699.00	1	\$699.00
<input type="checkbox"/> 2023 Pricing: PD Standard Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -6 hours of Live Virtual Training with a Learning Genie Specialist - customizable (4-5 sessions)	\$2,499.00	1	\$2,499.00
<input type="checkbox"/> 2023 Pricing: PD Premium Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -12 hours of Live Virtual Training with a Learning Genie Specialist - customizable (8-10 sessions)	\$4,999.00	1	\$4,999.00
<input type="checkbox"/> 2023 Pricing: Head Start Consulting Package This package includes: Consultation from Industry Experts (prior HS Directors / Managers) 25 hours of Live Virtual Consultation - customizable 1 Full Day On-Site Training (6-8 hrs)	\$7,500.00	1	\$7,500.00
<input type="checkbox"/> 2023 Pricing: PD Module Training - Additional Live Session Professional Development Additional Live Session - Customizable	\$500.00	1	\$500.00

<input type="checkbox"/> 2023 Pricing: Parents App Training - Additional Live Session	\$500.00	1	\$500.00
Parent App Additional Live Session - Customizable			
<input type="checkbox"/> 2023 Pricing: 1/2 Day Onsite Training (3-4 hr)	\$1,800.00	1	\$1,800.00
1/2 Day Onsite Professional Development Training to Customers per customer specifications. \$1200 to \$1800 depending on travel cost & group size-			
<input type="checkbox"/> 2023 Pricing: Full Day Onsite Training (6-8 hr)	\$2,500.00	1	\$2,500.00
Full day Onsite Professional Development Training to Customers per customer specifications. \$1500 to \$2500 depending on travel cost & group size			

\$0.00

Professional Development Training Offered:

Learning Genie has formally launched professional development courses to support the continuous quality improvements for Early Learning Programs (\State Preschool, Head Start, and general Child Care etc.)in the 2022-2023 school year. The Learning Genie PD courses contain four modules. Among the four modules, the Family Engagement module and Portfolio Assessment module courses are aligned with the California Commission for Teacher Credentialing (CTC) Teacher Performance Expectations. The modules are designed with a progression from Teacher and Teaching Assistant (focusing on practical tools) to the Coach/Mentor and Administrators (using data insights, planning actions and giving technical assistance). It could be used for training staff who have different levels of responsibilities or provide a path for continuous core competency improvement.

For the 2022-2023 school year, all trainings are organized with one **zoom live training (45-60 min)** and **unlimited viewing of pre-recorded sessions for unlimited users in the Learning Library**. Post completion of each module, participant will be given a self-assessment quiz and a certificate will be issued for passing that level.

Any new updates and major improvements in the existing module, you will have priorities to be trained on to ensure agency-wide success with no additional costs.

A brief description of each module is outlined below. More details are provided in the attachment.

Module 1

Data-driven Family Engagement (3 courses)

Basic Level:

(Assistant Teacher, Teacher, Lead Teacher)

The Basic Level training course covers tactical tools to successfully collaborate and partner with families (parents/caregivers) to support young children's development and learning through Learning Genie's Family Engagement tool.

This training provides a basic understanding of how to: Send two-way messages with families using auto-translation (100+ languages); share video books and digital learning media library content; utilize event tracking and family at-home learning observations; and share lesson plans and at-home learning activities. You will be able to communicate and provide engaging, adaptive learning resources and materials, and track engagement rates using Learning Genie's technology platform. Additionally, you will be able to create and maintain effective home-school-family connections with the support of technology. (This course is ideal for teachers, teacher assistants and family service staff who are new to Learning Genie or need a refresher.) (TPE 2, 3, 4, 6)

Advanced Level I:

(Lead Teacher, Master Teacher/ Mentor/Site admin)

This training course covers topics, such as: Creating customized learning channels; using tools to create short questionnaires; and how to make the most of the messaging tool to share information with both staff and families.

The survey tool is especially useful to gauge families' needs and interests. You will be able to establish effective and authentic home-school-family connections to support children's development and learning. You will also be able to provide professional activities and resources for staff (e.g., learning media channels). (TPE 2, 4)

Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)

This training course focuses on how to get the most from the Learning Genie platform to support program monitoring and management activities. You will learn effective strategies for successfully administering Learning Genie support and internal feature settings. You will also learn cases on how to analyze reports on your Family Engagement Dashboard to make data-driven decisions. Building upon the Advanced Level I training, you will learn how to design, create and implement intentional surveys. You will be able to analyze and reflect upon key data to develop, implement and support your team on Continuous Quality Improvements (CQI) efforts. You will be able to plan, design, implement and assess professional development and growth opportunities for staff, as well as provide them with effective leadership to optimize instructional practice. (ECE-CAPE-2)

Module 2

Authentic Observation and Assessment Tool (3 courses)

Basic Level:
**(Assistant Teacher, Teacher,
Lead Teacher)**

This training course covers how educators can conduct intentional, meaningful observations and create and maintain effective running records/notes for optimal formative assessment ratings. You will learn practical strategies for planning the first 60-day observations and lessons. Additionally, you will learn how to monitor assessment progress (including observations and ratings) for your classroom. (TPE 4, 5)

Advanced Level I:
**(Lead Teacher, Master
Teacher/ Mentor/Site admin)**

This training focuses on how you can use Learning Genie Notes Review to quickly and effectively seek and receive support from administrators. You will learn different strategies to collect home observations from families and apply them to observation records. You will learn how to utilize observation status reports for lesson planning and observation records. You will be able to view assessment progress to monitor progress on teacher observations. You will learn how to “lock” child data after completing ratings, generate reports that push to DRDP Online and use these reports for parent/teacher conferences. You will be able to evaluate observations, provide feedback with Notes Review, and support staff efforts to intentionally plan and collaborate activities with families. (TPE 6)

**Advanced Level II: (Master
teacher/Mentor/Coach/ Site
Admin/Agency Admin)**

This training covers how to effectively analyze Assessment Progress reports to make data-driven decisions. You will learn how to: Use Notes Review to support teachers' development of meaningful observations; effectively use the Dashboard to aggregate and review child assessment data; and utilize the School Readiness Goal tool. Leaders will be able to use assessment data about children's current status and use that data to identify learning needs and establish goals aligned with the Infant/Toddler and Preschool Early Learning Foundations. Administrators will be able to establish rating periods and late enrollment policies. (TPE 4)

Module 3

Streamlined In-Kind Collection and Analysis (2 courses)

Staff Training:
**(Teacher, Family Service
worker)**

This training covers how educators, home visitors, family service staff and administrators assign In-Kind activities and review In-Kind submissions from families and volunteers. Teachers will be able to give reminders and support families on assigned at-home activities and submission.

**Admin Training (Site admin/
Agency Admin/ In-Kind
specialist, Fiscal Department)**

The course outlines how agency admin will set up the in-kind templates for at-home activities, volunteer as well as mileages tracking. Teachers, Family Advocates, Administrators, Fiscal Department review and monitor In-Kind submissions as well as internal settings for managing In-Kind. How to analyze and download reports and In-Kind dashboard to make data driven decisions.

Module 4

Contactless Attendance and Daily Health Screening (2 courses)

Staff Training:
**(Teacher, health staff, other
supporting staff)**

This training covers how staff will sign in and out children for daily attendance. We will go over different scenarios that can happen at your agency and what those next steps would be. (If you are only using one tool i.e. just Daily Health Card, we will not cover Sign in/out).

Admin Training
**(Site admin, Agency admin,
Health Manager)**

This training covers how to track live and historic attendance record, manage your Health Cards Statistics and track 14-day trends to ensure school safety. If you are a Health Manager or Administrator in charge of keeping track of children's health or attendance records this training path is for you.

This training covers how parents utilize the basic functions to communicate with their child's school/teacher and see notifications. Parents will learn how to download the parent app and utilize the functions that your school subscribes (e.g. Family Engagement, Portfolios, Daily Health Card, Contactless Attendance). Parents will learn how to set the preferred language, add profile pics. How to chat with teachers, send at home observations including a photo, video or audio evidences that are saved to the child's portfolio as a draft for teachers. Parents will learn how to complete and contribute In-Kind assignments. Parents will learn how to digitally fill out a daily health card daily and scan the schools QR code to track attendance.

Payment terms & instructions

Payment due 60 days after starting date of the contract or upon request. Discounts will apply only this contract term. Please send all billing Inquiries to canela.h@learning-genie.com

Payment Option

- Pay All Up Front for Multi Year Contract
- Pay Annual Invoice Which Will Be Divided Equally Per Total Software Subscription And PD Training Subscription Each Year

X Annual invoice is automatically generated every year till contract ends, following by School Fiscal Year from July 1st to June 30. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

Additional fees will apply if the child count on your account increases by more than 20 active children. You will receive an additional invoice for those additional slots or any add-on product/ service through out the school year.

Pay by Check

Company: Learning Genie Inc
Address: 5860 Owens Ave, Suite 250, Carlsbad, CA 92008

Pay by ACH or Direct Deposit

Bank Name: JPMorgan Chase Bank, N.A.
Account #: 552919701
Routing #: 322271627

Pay by Credit Card

Contact Canela: Email canela.h@learning-genie.com or call 619-376-5045

Sign here to subscribe

OR "FORWARD" THIS DOCUMENT
TO A LEGAL SIGNATORY

I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the privacy policy and term of use of Learning Genie's [Master Service Agreement](#).

Learning Genie Inc

Accepted By Agency San Ysidro School District



05 / 02 / 2023

Marilyn Adrianzen, CBO

Board approved: 07-13-23

Learning Genie

Accepted By Legal Department Signatory
(if applicable)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

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

AGENDA ITEM: AGREEMENT WITH MARINA VILLAGE, LLC

BACKGROUND INFORMATION:

San Ysidro School District’s administrative staff will conduct their annual Management Team Leadership Academy to prepare, review and finalize action items for the 2023-2024 school year. Marina Village Conference Center will be the location of the July 11-12, 2023 Management Team Leadership Academy.

RECOMMENDATION:

Approve/Ratify the agreement with Marina Village LLC for the use of their facilities for the Management Team Leadership Academy at an estimated cost of \$2,270.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Estimate
\$2,270.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



CONFERENCE & SEMINAR CONTRACT

CLIENT #: SYSDSC
CLIENT: San Ysidro School District
DATE(S) OF FUNCTION: July 11-12, 2023
TIME OF FUNCTION: 7/11: 7:00am-5:00pm
7/12: 7:00am-1:00pm
CONTACT: Miguel Ortega
ADDRESS: 4350 Otay Mesa Rd
San Ysidro, CA
92173
PHONE: 616-428-4476 x 3023
EMAIL: miguel.ortega@syzschools.org

NUMBER OF ATTENDEES: 30 (u-shape & rounds)

ROOM (s): Bayview

EQUIPMENT: Screen \$35 per day

USE OF EVENT ROOM: Meeting

DEPOSIT: A Deposit in the amount of \$2270.00 is required with signed Contract.

Once CLIENT signs and returns this Conference & Seminar Contract ("Contract") to SCPT Marina Village, LLC, a Delaware limited liability company ("CENTER"), along with the required fee specified below, CLIENT's reservation will be confirmed and considered a definite booking of the meeting room at Marina Village, 1936 Quivira Way, San Diego, CA 92109 ("Marina Village") commonly referred to as Bayview Room (the "Event Room") at the cost of \$1100.00 per day (the "Fee").

FEES & CHARGES

The charge for the Event Room, the equipment charge, and any other special service charges shall be as set forth below in the Summary of Charges.

Final arrangements must be confirmed with the CENTER no less than three (3) working days prior to the event date. Should any changes to the room set-up occur after the room is set, CLIENT will incur an additional labor charge at the rate of \$40.00 per hour with a minimum one (1) hour charge.

OCCUPANCY

In no case shall occupancy exceed posted occupancy limitations as defined by the San Diego City Building Department. In the event the attendance to the event exceeds the legal capacity of the room, CLIENT will be in default and the CENTER has the right to immediately terminate the remainder of the event.

CANCELLATION POLICY / AMENDMENTS

If CENTER receives written cancellation notice from CLIENT greater than twenty-one (21) calendar days prior to scheduled meeting date, fifty (50%) percent of the contract value shall become due. If CENTER does not receive written cancellation notice from CLIENT at least twenty-one (21) calendar days prior to scheduled meeting date, seventy-five (75%) percent of the contract value shall become due. This amount will be billed to CLIENT, due and payable upon receipt.

CENTER reserves the right to cancel this Contract at any time, with or without notice, in the event that any term, condition or promise in this Contract has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing. If the CENTER brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

All changes to the Contract or cancellations must be in writing (letter or facsimile) and signed by CLIENT or their authorized agent; provided, however, that the requirement that cancellations be in writing does not apply in the case of CLIENT's failure to make deposits on time. Changes are not an amendment to this Contract unless signed by the CENTER's agent.

TERMS & CONDITIONS

By execution of this Contract and conducting the event, CLIENT shall be deemed to have accepted the Event Room in an "as is" condition and as being in acceptable order, condition and repair. Marina Village does not warrant that all of the facilities meet all of the ADA Compliance requirements, however most of the rooms are accessible and the CLIENT must advise CENTER if an accessible room is needed for the event so this requirement can be accommodated.

CLIENT represents that the event will be hosted by CLIENT. CLIENT shall have no right to assign this Contract without CENTER's prior written consent which may be withheld at CENTER's sole option.

The CENTER reserves the right to assign another room for CLIENT's function in the event that the room originally designated for such function shall become unavailable. Any such changes shall be at the sole discretion of the CENTER.

If any liquor is served during the event it must be served at a "hosted" bar. Any sale of liquor during the event must be pursuant to a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to CENTER prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food and CLIENT assumes full responsibility for the actions of guests who become intoxicated and shall not allow minors to consume alcohol during the event. The determination of "reasonable" is solely at the discretion of CENTER. CLIENT agrees not to allow anyone under 21 years of age to consume alcoholic beverages in any room or the grounds of Marina Village. In accordance with City Ordinance 56.54 alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the CLIENT. CLIENT agrees to be responsible to ensure that none of its INVITEES engage in any conduct or activities within the Event Room or the grounds of Marina Village that violate any ordinance or law.

If CLIENT borrows and fails to return any and all keys for the Event Room within twelve (12) hours of the scheduled completion of the event, the Event Room will be re-keyed at CLIENT's sole expense of \$200.

CLIENT acknowledges and agrees that (i) there are a number of rooms at Marina Village at which events are hosted and, as a result, there may be other events that occur at the same time as the event that CLIENT is hosting and CENTER is not responsible for the actions of the invitees at such events, (ii) CLIENT's guests will be restricted to participation in CLIENT's event and shall not be entitled to participate in any other events that may occur during CLIENT's event in another portion of Marina Village, (iii) not all buildings and grounds of Marina Village are accessible to disabled persons, (iv) CENTER shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons, and (v) access to the marina itself is not restricted by a fence.

Neither CENTER nor CENTER's officers, directors, shareholders, trustees, principals, employees, agents, contractors, predecessors, successors and/or assigns (whether disclosed or undisclosed) (collectively referred to herein as the "CENTER PARTIES") shall be liable to CLIENT or to CLIENT's guests, invitees, licensees, agents, employees and/or independent contractors (collectively referred to herein as the "INVITEES"), for any losses, liabilities, obligations, claims, damages, expenses, costs (including without limitation attorneys' fees), penalties or fines (collectively referred to herein as "DAMAGES") incurred in connection with or arising from the fact that any buildings and/or the grounds at Marina Village are not accessible to disabled persons and/or the fact that access to the marina is not controlled.

ACCESS & INDEMNITY

CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control.

CLIENT acknowledges being informed, and shall assume full responsibility for informing its INVITEES who may have a need for such information, that rest rooms that are accessible to disabled persons are located in the area identified on Exhibit "B" attached hereto. CLIENT agrees to inspect the Event Room prior to or within 72 hours of signing this Contract to ensure suitability of the Event Room for the planned event and the anticipated guests or supporting equipment. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities. CLIENT acknowledges that access to the docks and gangway to the docks is restricted and that its Invitees shall not be granted access to this portion of Marina Village during the event.

CLIENT hereby agrees to indemnify, defend, and hold harmless CENTER and the CENTER PARTIES from and against any and all DAMAGES, arising from (a) the use of any room and/or the grounds of Marina Village by CLIENT and/or the INVITEES, or (b) from CLIENT's activities or the activities of the INVITEES in any room and/or on the grounds of Marina Village, including in the waters of the marina, or (c) from anything done, permitted or suffered by CLIENT or the INVITEES in any room or on the grounds of Marina Village, including, but not limited to, activities conducted by any vendor engaged by CLIENT to provide food and beverages, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Contract. This indemnity obligation shall survive the termination of the Contract.

CLIENT agrees to be responsible for any damage done by the CLIENT, the INVITEES, or other agents under the CLIENT's control. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if CLIENT delays. CENTER's security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (619-222-1620) or after hours at (619) 666-5418 (primary) or (619) 778-6415 (secondary).

If CENTER is required to bring any action to enforce any of the terms, conditions or promises in this Contract, CENTER shall be entitled to reimbursement for its reasonable attorney's fees incurred in such an action.

SUMMARY OF ESTIMATED CHARGES

Total Room Charge:	\$2200.00	
Equipment	\$70.00	
Total Charge	\$2270.00 + Additional Equipment	
Less Initial Payment:	(\$2270.00)	Due with signed contract
Balance	\$0.00 + Additional Equipment	Due Date: Upon Invoice

It is understood by CLIENT that this Contract is tentative and not binding until the initial payment (Fee) of the event deposit and this signed Contract is received and countersigned by CENTER's representative. Continued room availability is subject to receipt of an executed copy of the Contract and the deposit.

CLIENT:

_____ Date

Print Name: _____

CENTER:

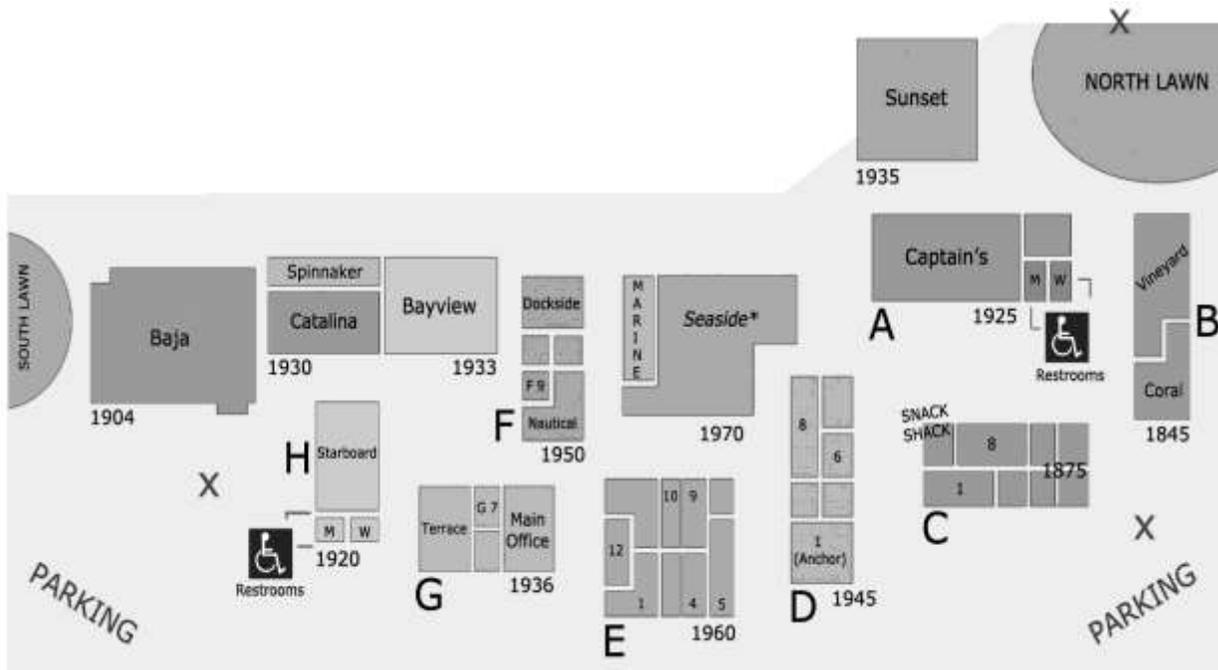
SCPT Marina Village, LLC, a Delaware limited liability company
By: CHM Hotels Inc., its Property Manager

By: _____ Date

Title: _____

EXHIBIT "B"

ADA Compliant Restroom Locations



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MICHAEL FERGUSON

BACKGROUND INFORMATION:

Michael Ferguson, M.A. CCC-CLP will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff regarding communication development strategies.

Cost Implication: \$120.00/hr

RECOMMENDATION:

Approve/Ratify the agreement with Michael Ferguson, M.A. CCC-SLP to provide speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 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 2023-2024 Budget?

Yes No

Requisition #

TBD
(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 14th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Michael Ferguson – M.A., CCC-SLP
Company/Consultant

570-573-4397
Telephone Number

2649 N Arroyo Dr, San Diego, CA 92103
Address

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Michael Ferguson- M.A., CCC-SLP
Title:	SLP Consultant
Address:	2649 N Arroyo Dr
City/State/Zip Code:	San Diego, CA 92103
Telephone:	(570) 573-4397
Email:	fergusonslp@gmail.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Michael Ferguson – M.A., CCC-SLP

Firm Name

Signature of Authorized Agent

Michael Ferguson - M.A., CCC-SLP

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

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) Michael Ferguson, M.A., CCC-SLP

Signature _____ Date _____

REVISED 09-13-18

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK

Michael Ferguson, M.A. CCC-CLP will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff regarding communication development strategies.

Cost Implication: \$120.00/hr

See attached scope of work.

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SPEECH-LANGUAGE PATHOLOGIST

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.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE MUSIC THERAPY CENTER OF CALIFORNIA
FOR 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

Music therapy can promote learning and skill acquisition to help the child attain educational goals. According to the American Music Therapy Association, music is processed by a different area of the brain than speech and language, so a child may be able to absorb information when associated with music. Music therapists use a range of music-based interventions and approaches to meet the individual needs of children with disabilities. Music therapy interventions engage children and foster capacity for flexibility, creativity, variability and tolerance of change.

The Music Therapy Center of CA will be providing music therapy to a student with special needs per Individualized Education Program (IEP).

RECOMMENDATION:

Approve the agreement with The Music Therapy Center of California for the 2023-2024 school year to provide music therapy interventions at a cost up to \$4,000.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1 Student Achievement, Action # 1.14: Continue to provide supplemental programs and resources (i.e. educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,000.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

The Music Therapy Center of CA
Company/Consultant

(619) 299-1411
Telephone Number

7370 Opportunity Road, Ste. E, San Diego, CA 92111
Address

themusictherapycenter.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

SAN YSIDRO SCHOOL DISTRICT

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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

SAN YSIDRO SCHOOL DISTRICT

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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 **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

SAN YSIDRO SCHOOL DISTRICT

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breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	The Music Therapy Center of CA
Name:	Julie Guy
Title:	M.M., MT-BC
Address:	7370 Opportunity Road, Ste. E
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 299-1411
Email:	info@themusictherapycenter.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

The Music Therapy Center of CA

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Julie Guy, M.M., MT-BC

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Phone Number: (619) 299-1411

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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: The Music Therapy Center of CA

Name/title of authorized representative (Print) Julie Guy, M.M., MT-BC

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

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EXHIBIT A

SCOPE OF WORK

The Music Therapy Center of CA will be providing music therapy to a student with disabilities, as stated in the Individualized Education Program (IEP). Services include direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. at a rate of \$160.00 per hour.

Cost implication: \$4,000.00



IEP & IEE Rate Sheet & Policies

2023-2024 School Year

THE MUSIC THERAPY CENTER OF CALIFORNIA

Music Therapy Rates for IEP Services & IEE's

The Music Therapy Center of California holds General Liability and Professional Liability Insurance for all board certified music therapists. Services include musical equipment, resources, mileage and drive time.

Description	Unit Price
MUSIC THERAPY IEP ASSESSMENT Includes records review of IEP and related reports, interviews and completion of IMTAF form by related professionals (parents, teacher, SLP, OT, etc.), observation in non-music setting, direct music therapy evaluation, drive time and mileage, report preparation and 1-hour IEP meeting attendance.	\$ 995
MUSIC THERAPY DIRECT SERVICE/VIRTUAL/CONSULTATION/REPORT WRITING/IEP MEETING ATTENDANCE (per contracted hour) Contracted hourly rate for direct music therapy services, data collection, consultation with IEP team, materials preparation, trainings, additional IEP meeting attendance, etc. Please note that we do not go to a school site for less than 1 contracted hour. If there is only 1 student at a school site that is receiving services (even if it is only 30 min direct service), the full contract hr rate is charged to allow for data, set up/clean up etc.	\$ 160

Policies

Payment of Services

Our billing is handled directly by our finance manager, Brian Dall, billing@themusictherapycenter.com; 619-299-1411. All checks should be paid payable to:

The Music Therapy Center of California
7370 Opportunity Rd Suite E
San Diego, CA, 92111

Professional Protocol

The music therapist(s) adheres to a strict protocol in accordance with the **American Music Therapy Association Standards of Clinical Practice** and the *Code of Ethics*. A copy of these documents are available upon request.

Confidentiality & Privacy

Personal information disclosed during music therapy sessions will remain confidential. Confidential information may be shared only when the individual is in imminent danger to himself or others, other professionals are directly related to the case situation or the individual consents the releasing of confidential information.

Scheduling for School Services/Administrative questions:

Scheduling: Alana Moten, info@themusictherapycenter.com

Administrative Questions: Angela Meier, CEO & Director of Vision, M.M., NMT-F, MT-BC

Phone: 619-299-1411; Email: info@themusictherapycenter.com

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

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

AGENDA ITEM: SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP

BACKGROUND INFORMATION:

The Governing Board has over the years subscribed to memberships and to organizations that help build the Board’s awareness, knowledge and overall governance ability. The San Diego County School Boards Association advocates for public education, quality schools and programs for all students.

RECOMMENDATION:

Approve the San Diego County School Boards Association Membership for 2023-2024 at a cost of \$335.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$335.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION
6401 Linda Vista Road • San Diego, California 92111-7399
(858) 295-6637

June 23, 2023

Invoice No. 2024-34

SAN YSIDRO SCHOOL DISTRICT membership dues for school year 2023-24 (Authorized by Education Code Section 1071):

\$335.00

The bylaws of the Association provide annual dues at three and one-half percent (3.5%) of the California School Boards Association (CSBA) dues for said member district for the same year. The Board of Directors shall have the power to decrease such annual dues at any time by majority vote of all members of the Board of Directors. The Board decided to increase the 2023-24 SDCSBA annual dues by three and one-half percent (3.5%) over last year's **SDCSBA** annual dues. This invoice reflects this increase.

Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 inclusive and shall become delinquent October 1 of each year.

Please make checks payable to **SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION**. Mail to:

San Diego County Office of Education
Attn: Carmen Aguilar/SDCSBA
6401 Linda Vista Road, **Room 509**
San Diego, CA 92111

If you have any questions, please contact Carmen Aguilar (858) 295-6637.

SYSD Board approved: 07-13-23

Marilyn Adrianzen, CBO

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH TECH24

BACKGROUND INFORMATION:

The two Montague ovens currently utilized in the kitchen of Sunset Elementary will be substituted with two Rational Combi-ovens, which have been stored in the district warehouse for an extended period. The Montague ovens are outdated and have been experiencing significant operational issues. One oven is completely non-functional, while the other operates at only 50% capacity on most occasions.

The installation service is entrusted to Tech24 to include removal and disposal of the old ovens. The date of installation is to be determined.

RECOMMENDATION:

Approve the agreement with Tech24 to provide installation services of new combi-ovens at Sunset School at an estimated cost of \$4,629.00 from the KIT 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 2023-2024 Budget?

Yes No

Requisition #

\$4,629.00

(Amount)

Child Nutrition Fund 13 (KIT Funds)

(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, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on July 14, 2023 by and between TECH24, hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on July 14, 2023 with work to be completed during FY 2023-24 on or before July 20, 2023. Time is of the essence.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide labor and any materials needed to complete the installation of combi ovens at Sunset Elementary School. (See the attached proposal for more details on scope of work and fees - referred to as Exhibit A of this agreement).

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the General Terms and Conditions and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the General Terms and Conditions and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the General Terms and Conditions as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form – **District Waives** _____ **No students will be present during this project.**
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.
10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.
11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Authorized Signature

Marilyn Adrianzen, Chief Business Official

Name

DATE: _____

TITLE: _____

BOARD APPROVED: _____

LICENSE NUMBER: _____

ADDRESS: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

DATE: _____

FAX: (619) 428-9355

TEL # _____

EMAIL: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR.** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION.** Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

13. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials _____

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

18. **PAYMENT.** Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

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

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.**

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of ** from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. ****See Exhibit A for Service Provider Warranty.**

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA).** All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

San Ysidro School District
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's employees and/or subcontractors may have contact with pupils.**

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

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

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

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

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

CERTIFICATION:

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

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

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____

EXHIBIT A
SCOPE OF WORK

SERVICE PROVIDER QUOTE/ PROPOSAL WILL BE INCLUDED AS EXHIBIT A.

QUOTE



720 S. Milliken Ave
 Ontario CA, 91761
 (626)960-9390 Ext 15028
 CA LICENSE #985613

Bill To: San Ysidro School District
 4350 Otay Mesa Rd
 San Ysidro, CA 92173

Location: Sunset Elementry School
 3825 Sunset Ln
 San Ysidro, CA 92173

Scope: Uncrate and set in place customer supplied Rational combi ovens, place ovens on provided stands and make final connections to building supply. De-install and haul away of existing oven for disposal. Quote is valid for regular daytime hours M-F from 6am to 4pm. THIS QUOTE WAS PROVIDE WITHOUT A SITE SURVEY BEING COMPELTED, POC WAS GIVEN ALL SPECS TO OVENS TO CONFIRM SITE READINESS. Quote does not include making any modifications to the building supplies. Install labor and materials come with a 90 day warranty. Customer is responsible for securing any permits and or license require for new equipment.

Quote Total \$4,629.00

Labor is estimated to be performed during normal working hours: Monday thru Friday, 6:00am to 4:00pm, unless otherwise specified. Tech-24 will remove all job generated debris from the job site and dispose of properly. This quotation excludes permits and any unforeseen problems which may be discovered during the completion of this quote, and/or any delays, or additional expenses incurred caused by others. A further evaluation will be made after equipment is installed. If any additional work is required, a follow up estimate will be sent to you. Occasionally once the work is started, damaged equipment or components may be discovered that were not evident on the initial inspection. If this occurs we will contact the customer for further instructions and/or additional approvals. All freight, restocking fees, or other expenses Tech-24 incurs after approval but before cancellation will be invoiced accordingly. Items that have remained in the warehouse past 30 days from delivery will be charged a storage fee of \$50.00 per month. The customer is responsible for providing clear access and the handling of any/all food products. Delays due to job site readiness will be charged at the rate of \$350 per occurrence.

Print Name Marilyn Adrianzen, CBO Signature _____ Date: _____

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-2023

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from April 1, 2023 to June 30, 2023, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the fourth quarter from April 1, 2023 to June 30, 2023 of the 2022-23 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Preschool & Child Development Programs Informational
Russel Little Assistant Superintendent Action

AGENDA ITEM: DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

BACKGROUND INFORMATION:

The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Code Section 16025). These records have been retained beyond the legal period as listed on the Records Retention Manual.

There is no further need to retain these records in the district and they will be destroyed through *Corodata*. Documents listed are dated from 2013 to 2018:

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Parent Participation Program Forms
- DRDP's with Supporting Document
- Student Application with Supporting Documents

RECOMMENDATION:

Approve the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2013 to 2018.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

TBD

(Amount)

CSPP 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: July 13, 2023

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

FROM:
Preschool & Child Development Programs
Russell Little, Assistant Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI)

BACKGROUND INFORMATION:

The San Ysidro School District is entering into a 2-year agreement with the San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE). QPI aligns with the California Quality Rating and Improvement System (QRIS) and is primarily funded by First 5 San Diego with priority participation focused on high-needs preschool settings.

The San Diego Quality Preschool Initiative is a measureable, large-scale, quality improvement system that provides customized support to professionals working with children from birth to age 5, who are interested in creating optimal learning experiences for children. It includes a systemic approach to assessing, improving, and communicating the level of quality in early care and education programs. The Quality Preschool Initiative engages a variety of program types in its Quality Rating and Improvement System (QRIS), including preschools. All sites receive a Quality Tier Rating from 1 to 5, with tiers 4 and 5 considered as High Quality. Education providers are eligible to receive related technical assistance for quality improvement, and some participants may also be eligible to receive coaching, professional development, and/or quality incentives.

A contract amendment will be issued with compensation amounts and fiscal requirements, based on county-wide participation and available funding. The term of this agreement is from July 1, 2023 to June 30, 2025.

RECOMMENDATION:

Approve/Ratify the 2-year agreement with the the San Diego County Superintendent of Schools for the Quality Preschool Initiative (SDQPI) Program.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

REVENUE
TBD
(Amount)

Preschool & Child Development (SDQPI)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

This Agreement, for the provision of services is entered into this 27th day of June, 2023, by and between the San Diego County Superintendent of Schools (hereinafter referred to as "SDCOE") and San Ysidro School District (hereinafter referred to as "Provider") for the provision of provider services:

1. Scope of Services.

Subject to receipt of the fully executed contract and annual funding from Quality Counts California and the First 5 Commission of San Diego, by the SDCOE, SDCOE and Provider agree to perform services as listed below.

I. THE PROVIDER AGREES TO:

- A. Comply with the Provider Scope of Work as described in **Exhibit "A"**.
- B. Comply with requirement to earn a stipend as described in **Exhibit "A" - Attachment 2**.
- C. Agree to provide program, site, session, staff, and child data as described in **Exhibit "B"**.
- D. Comply with distributing Informed Consent forms to families as described in **Exhibit "C"**.
- E. Comply with the Data Management System Use as described in **Exhibit "D"**.
- F. Participate in program quality site rating as applicable, per the Quality Counts California (QCC) Implementation Guide. A copy of this document and the Implementation Guide are attached as **Exhibit "E"**.
- G. Prior to beginning services and with the execution of this agreement, provide SDCOE with copies of Providers' current childcare license(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:

- A. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work (**Exhibit "A"**).

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit "A", the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2023, and ending June 30, 2025, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Provider shall return to SDCOE all equipment, documents or materials and all copies made thereof which Provider received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Provider. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be affected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

SDCOE will provide funding to agencies operating a California Department of Education (CDE) funded California State Preschool Program (CSPP) CSPP contract participating in San Diego Quality Preschool Initiative (SDQPI) who undergo rating in accordance to the CSPP Quality Block Grant Quality Counts California (QCC) Quality Rating and Improvement System (QRIS), and receive a Tier rating of 4 or 5. A contract amendment will be issued with compensation amounts and fiscal requirements, based on county-wide participation and available funding.

5. Confidential Relationship.

SDCOE may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respected the information or other property of any other person, firm, or corporation.

6. Public Records Act.

Provider acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the SDCOE may submit to Provider information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential

Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Provider upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Provider's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Provider will remain the exclusive property of the Provider.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Provider. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Provider pursuant to this Agreement will cease to be retained by the Provider at the conclusion of this Agreement and will, in fact, be removed from the Provider's records.

The Provider will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Provider certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- Transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption).
- No data transmission occurs via email.
- Student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information.
- All server systems including data storage are maintained in a locked, secure, environmentally controlled facility.
- All server systems have been hardened with industry standard recommended measures for security protection.

The Provider will notify the SDCOE within 24 hours of the Provider discovering an unauthorized access or disclosure of SDCOE data. The Provider and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Provider agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Provider is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Provider shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Provider represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to SDCOE that Provider shall, at its sole cost and expense, always keep in effect during the term of this Agreement, any license, permit, or approval which is legally required for Provider to practice its profession.

14. Provider's Insurance.

The Provider shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	

Auto Liability

Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

The Provider shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Provider shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of

Insurance may be provided, providing for such, or Provider shall sign and file on company letterhead stationery with the SDCOE the following certificate:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement.”

16. Tuberculosis Clearance.

Provider shall certify in writing that Provider’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where Provider does not have in-person contact with students, Provider shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.

The provider shall comply with all provisions of the Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the “Pupil Safety Provisions” below certifying the level of contact that Provider is expected to have with SDCOE’S pupils.

X The SDCOE has determined that greater than limited contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Provider. No work may take place until the requirements of the Education Code section 45125.1 have been met.

The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, an SDCOE employee will provide supervision at all times when the Provider has contact with pupils.

The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Rita Palet, Ed.D., Executive Director

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

To the fullest extent allowable by law, Provider agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Provider, that arise out of, pertain to, or relate to Provider’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Provider agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Provider’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at Provider’s expense, subject to Provider’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is always prohibited on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Rita Palet, Ed. D., Executive Director
6401 Linda Vista Road
San Diego, CA 92111
858-298-2044
Rita.palet@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Road
San Diego, CA 92111

Provider: Russell Little, Assistant Superintendent
4350 Otay Mesa Rd
San Ysidro, CA 92173
619-428-4476
russell.little@sysdschools.org

Copy to: Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3003

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Provider.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Provider 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.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Provider and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension, or Ineligibility Clause.

By signing this Agreement, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Provider is not authorized to perform services or incur costs under this agreement until executed by both the Provider and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrollment as an employee of SDCOE, Provider shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Provider or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Provider may serve other clients, but none whose activities or whose business, regardless of location, would place the Provider in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Provider shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Provider warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Provider understands that if this Agreement is or was made in

violation of Government Code 1090 et seq. the entire Agreement is void and Provider will not be entitled to any reimbursement of expenses, and Provider will be required to reimburse SDCOE for any sums paid to the Provider. Provider understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**San Diego County Superintendent
of Schools**

San Ysidro School District

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Marilyn Adrianzen
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Chief Business Official
Title

Date

Date

Board approved: 07-13-23

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services
Exhibit "A": Scope of Work**

A. SCOPE OF WORK

Learn Well San Diego is an initiative of First 5 San Diego, that supports sustainable development of quality early learning and care programs and aims to support providers in the form of technical assistance, instructional support, coaching and ongoing professional development. The Learn Well initiative promotes quality programs and learning environments for children birth to 5 years of age. The initiative aligns with the goals of Quality Counts California (QCC), San Diego County Office of Education (SDCOE) and First 5 San Diego to ensure that children in the County of San Diego thrive in their early learning settings and succeed in kindergarten and beyond.

The San Diego QCC Consortium's guiding vision is that: [1] all children ages 0 through 5, and their families, have access to environments that provide healthy and enriched learning opportunities; [2] strengthen the responsiveness of adult-child interactions in early learning and care settings; and [3] efficiently connect child, family and program supports. This vision is implemented through the San Diego Quality Preschool initiative (SDQPI).

The Learn Well initiative, aims to provide early education programs opportunities that support development, sustainment, and creation of quality programming by providing early education centers and providers with access to services that are customized and tailored to target and meet their needs. Through a Multi-Tiered Systems of Supports (MTSS) approach, each SDQPI participating site will focus on improving quality practices. The process involves developing a collaborative site Quality Improvement Plan (QIP) with measurable goals and action steps between the provider/site leader and a SDQPI coach. The Quality Improvement Plan is in alignment with the 3 QCC CORE Areas of the [QCC Continuous Improvement Professional Development Pathways](#) and the [10 NAEYC/NAFCC program standards](#) . Along with the QIP goal creation, site leaders will receive individualized coaching to support goal attainment, as well as opportunities to participate in professional learning (PL) activities that are offered to all site staff, in alignment with the site's Quality Improvement Plan (QIP) goal. Site-based quality improvement supports will be mutually developed between the site leader and the SDQPI coach with an emphasis on sustainable practices that involve the site leader. The process will focus on a Gradual Release of Responsibility (GRR) model.

Sites that are new to SDQPI, will be provided access to the "SDQPI On Boarding Training Series" to better understand contract deliverables.

Data submission is required for participation in SDQPI. Data must be submitted via the web-based data submission system "Vertical Change" and will require for a specific individual from the agency/site to be designated as the data representative. Each site will be assigned a SDQPI Data Team member for support in data submission.

The use of the California Workforce Registry is required for site staff. Staff is responsible for completing and maintaining their [online profile](#), for accuracy in aligning their personal profile to their workplace. Each agency must have at least one [CA Workforce Registry administrative designee](#).

Quality Improvement Stipends are available for staff working at a participating SDQPI Site. There are four levels of stipends: Site Leader, FFC/FFN, Early Learning and Care Staff, and Data representative. To become eligible to receive a stipend, all requirements must be completed.

Incentives (materials for the site) may be provided to sites participating in quality improvement activities if funding is available. Site leaders along with their SDQPI coach will create a list based on site's needs and in alignment to the QIP goal.

Sites with California Department of Education funded California State Preschool (CSPP) contracts have the option of participating in quality rating activities through the implementation of the Quality Counts California CSPP Block Grant and the Quality Counts California Adapted Quality Continuum [Framework](#). Programs are rated every 3 or 5 years based on the Tier rating. Information on quality ratings can be found in the [QCC Implementation Guide](#). Current ratings are found on the web-based data system *Vertical Change*.

B. TIMELINES AND DELIVERABLES

ACTION	TIMELINE	ENTITY RESPONSIBLE
A. Quality Participation, Engagement, and Improvement		
<p>1 Create a plan for participation in SDQPI Quality Improvement activities.</p> <ul style="list-style-type: none"> a. Establish a site coaching model with frequency and duration of coaching sessions. Coaching cycles will occur within 4 to 8 weeks to support quality improvement activities. This may include coaching to the site leader, and/or group coaching with teachers and site leader. Coaching sessions will be delivered in a hybrid model, with alternating in-person/virtual sessions inclusive of observations. b. Plan for sharing SDQPI information with site staff inclusive of Quality Improvement Plan (QIP) goal and action steps. 	Within 30 days of contract execution	SDQPI Coach with Providers/Site Leader
2 Site leaders will complete "SDQPI On Boarding" orientation video series to better understand SDQPI implementation.	Ongoing	Provider/Site Leader
3 Development of a collaborative site Quality Improvement Plan (QIP) with measurable goals and action steps within the web-based data management system Vertical Change. This process will involve the use of QIP Planning Tool completed collaboratively between the site leader and the SDQPI coach to support site level quality improvement. Goals must be measurable and evidence based. The QIP goal must be attained by the end of the program year.	Within 3 months of contract execution,	SDQPI Coach with Providers/Site Leader
4 Site leaders and site staff create CA Workforce Registry profiles with registry to obtain an identification number. The agency is required to have administrative access (https://caregistry.org/)	Within 3 months of contract execution	Site Leader and Site Staff
5 Site leader will engage site staff in professional learning activities that are aligned to the site's Quality Improvement Plan goal.	Ongoing and complete by April 30	Site Leader and Site Staff
6 By email, site leader will inform the assigned SDQPI coach within 48 hours of any licensing violation received from a Community Care Licensing (CCL) site visit/review.	Ongoing	Site Leader
7 Incentives (materials for the site) may be provided to sites participating in SDQPI if funding is available	Fall	SDQPI Coach with

	and will be disbursed utilizing an equity lens. Site leader will meet with coach to create a list of materials needed to increase program quality.		Providers/Site Leader
8	Eligible site staff will complete requirements for annual stipend funded by First 5 San Diego Learn Well Initiative (Exhibit "A" – Attachment 2)	Deadline Feb 15	Site Staff
B. Quality and Maintenance - Data			
1	Establish a registration process to collect specific child information as identified in the sample SDQPI registration form (Exhibit "A" – Attachment 1) to determine child's age, language, race, ethnicity, and IFSP/IEP's services.	During children's enrollment	Site Staff
2	Create agency, site, and session setup in the data management system "Vertical Change" and, maintain all data entry and collection requirements as per SDQPI Data Reporting Timeline (Exhibit "B")	Within Reporting Timeline (Exhibit "B")	Designated site data entry staff with support from SDQPI Data Team
3	Maintain and complete all data entry and collection requirements quarterly from designated Data Representative.	Ongoing	Designated site data entry staff with support from SDQPI Data Team
4	Collect model release forms and informed consent forms from parents of children in participating sessions upon enrollment. Retain releases for 5 years. Information Consent Packet (Exhibit "C" – Attachment 1 and 2).	Within 2 weeks of children's enrollment	Site Leader
5	Complete SDQPI surveys and participate in stakeholder groups designed to evaluate the effectiveness of SDQPI. (Parent surveys, staff surveys, leader surveys and stakeholder groups)	TBD	SDQPI Coaches will provide electronic links to Provide/Site Leaders
6	Develop a system to refer children/families to community-based resources (HDS, 211, Community Information Exchange) as necessary based on developmental screening results and how to track referrals for children who demonstrated areas of concern.	As needed	SDQPI Coach with Providers/Site Leader
7	Sites participating in Quality Counts California CSPP Block Grant Rating will follow the Quality Counts California Implementation Guide in anticipation of site rating process.	As applicable	Site Leader

C. SITE PARTICIPATION

Provider sites participating in SDQPI:

SITE NAME*
Ocean View Hills Preschool
Smythe/CDC Preschool
Sunset Preschool
Willow Preschool

*Site Names to be verified upon receipt of the contract and copies of the site License for each site.

**San Diego County Superintendent of Schools
Agreement with San Ysidro School District
for SDQPI Provider Services**

**Exhibit "A": Scope of Work
Attachment 1: Sample Enrollment Form**

Enrollment Form *Forma de Inscripción*

(To be completed by the parent or guardian)

(El padre o tutor debe completar la forma)

PLEASE COMPLETE ALL INFORMATION REQUESTED

FAVOR DE COMPLETAR TODA LA INFORMACION QUE SE SOLICITA

I.		
Child's LEGAL Name (from birth certificate) Nombre LEGAL del Niño/a (de acuerdo al Acta de nacimiento):		
*Last Name <i>Apellido:</i> _____		
*First Name <i>Primer Nombre:</i> _____	*Middle Name <i>Segundo Nombre:</i> _____	
*Child's Date of Birth <i>Fecha de Nacimiento:</i> _____	Male <i>Masculino</i> <input type="checkbox"/>	Female <i>Femenino</i> <input type="checkbox"/>
Mother's/Guardian's Name (
Last Name <i>Apellido:</i> _____	Other Names Used <i>Otro Nombres:</i> _____	
First Name <i>Primer Nombre:</i> _____	Middle Name <i>Segundo Nombre:</i> _____	
Residence Address <i>Domicilio de Residencia:</i> _____		
City <i>Ciudad:</i> _____	State <i>Estado:</i> _____	Zip Code <i>Zona Postal:</i> _____
Home Phone <i>Teléfono de Casa:</i> _____	Cell Phone <i>Teléfono Celular:</i> _____	Email <i>Correo electrónico:</i> _____
Father's/Guardian's Name (
Last Name <i>Apellido:</i> _____	Other Names Used <i>Otro Nombres:</i> _____	
First Name <i>Primer Nombre:</i> _____	Middle Name <i>Segundo Nombre:</i> _____	
Residence Address <i>Domicilio de Residencia:</i> _____		
City <i>Ciudad:</i> _____	State <i>Estado:</i> _____	Zip Code <i>Zona Postal:</i> _____
Home Phone <i>Teléfono de Casa:</i> _____	Cell Phone <i>Teléfono Celular:</i> _____	Email <i>Correo electrónico:</i> _____
II. Home Language Survey*(*required) ENCUESTA DE IDIOMA EN CASA* (*información obligatoria)		
*What language do you use most frequently to speak to your son/daughter? <i>¿Qué idioma utiliza más frecuente para comunicarse con su hijo/a?</i>		
*Name the language most often spoken by the adults at home: <i>Indique el idioma que más frecuentemente hablan los adultos en casa:</i>		
*In what language do you prefer to receive program communications: <i>¿En qué idioma prefiere recibir información/comunicación del programa?</i>		
English <i>Inglés</i> <input type="checkbox"/> Spanish <i>Español</i> <input type="checkbox"/> Other <i>Otro</i> <input type="checkbox"/>		
III. SERVICES AND PROGRAMS*(*required) SERVICIOS Y PROGRAMAS* (*información obligatoria)		
* Does your child have an IFSP or IEP ? <i>¿Tiene su hijo un IFSP o IEP (Plan Individual de Servicios para la Familia)?</i>		
Yes <i>Sí</i> <input type="checkbox"/> No <i>No</i> <input type="checkbox"/>		
If yes, from where? <i>Si sí, ¿de dónde?</i>		

IV. ETHNICITY(*required) Etnicidad (*información obligatoria)

Mark the ethnicity with which your child most closely identifies. Favor de marcar que etnicidad identifica más a su niño.

***Please check one: Favor de marcar una:**

- Hispanic/Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race)
Hispano/Latino (persona de origen Cubano, Mexicano, Puertorriqueño, Sudamericano, Centroamericano u otra cultura Española, sin importar de que raza)
- Not Hispanic or Latino** *No, Hispano ni Latino*

MUST ANSWER BOTH QUESTIONS
NECESITA CONTESTAR AMBAS PREGUNTA

RACE RAZA

***What is your child’s race? (Please check up to five racial categories).**

The above question is about ethnicity, not race.

No matter what you selected above, please continue to answer the following by marking one or more boxes to indicate what you consider your race to be.

¿Qué raza es su niño/a? (Favor de marcar si es necesario hasta cinco categorías). La pregunta anterior es acerca de etnicidad, no raza. No importa lo que seleccionó en la pregunta anterior, por favor continúe contestando lo siguiente, marcando una o más de las opciones para indicar la raza que considera ser.

- American Indian or Alaskan Native** *Indígena Americano o nativo de Alaska*
(Persons having origins in any of the original people of North, Central and South American, including Mexico) *(Personas cuyo origen nativo de Norte América, Centroamérica o Sudamérica incluyendo México)*

Asian - Asiáticos

(Persons having origins in any of the native peoples of the Far East, Southeast Asia, or the Indian Continent)

(Personas de origen nativo de Oriente, del Sureste de Asia o del Continente Indio)

- Chinese** *Chino*
- Japanese** *Japonés*
- Korean** *Coreano*

(Persons having origins in any of the original peoples)

- Vietnamese** *Vietnamita*
- Asian Indian** *Indio de Asia*
- Laotian** *Laos (206)*
- Cambodian** *Camboyano*
- Hmong** *(208)*
- Other Asian** *Otros Asiáticos*

Native Hawaiian or Pacific Islander *Nativo Hawaiano o de las Islas del Pacífico*

- Hawaiian** *Hawaiano*
- Guamanian** *Guam*
- Samoan** *Samoano*
- Tahitian** *Tahitiano*
- Other Pacific Islander**

Filipino

African American or Black *Negro o Afro-Americano*

(Persons having origins in any of the Black racial groups of Africa) *(Personas cuyo origen es de los grupos raciales negros de África)*

White *Blanco*

(Persons having origins in the original peoples of Europe, North America, or the Middle East, including Mexico)

(personas de origen nativo de Europa, Norte América o del Medio Oriente incluyendo México)

Definitions from:/Definiciones provienen de:
<https://www.cde.ca.gov/ds/sp/cl/refaq.asp>

Signature of Parent/Guardian (*required)

*Firma del Padre/Tutor (*campo requerido)*

Date

fecha

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**Exhibit "A": Scope of Work
Attachment 2: Learn Well Stipend**

LEARN WELL STIPEND

PROGRAM YEAR 2023-2024

STIPEND INTENT: Continuous Quality Improvement and professional growth, in early learning and care settings, requires additional time investment on the part of the early learning and care (ELC) workforce. This stipend is intended to promote the investments of additional time outside of the typical workday, made to improve quality, and promote professional growth, by offering a stipend for additional time investments.

EQUITABLE ACCESS: To ensure that the stipend-fund allotment is offered equitably throughout the SDQPI workforce, Transitional Kindergarten (TK) staff and Special Education teachers employed by school districts will not be eligible for this stipend. TK and Special Education, within school districts, are part of an education system that receives higher levels of funding, resources, and accessibility than infant, toddler, or preschool programs. An annual salary cap for each provider of \$89,242.12 will be additionally implemented, based on the [San Diego County Self-Sufficiency Standard Dashboard](#).

STIPEND CALCULATIONS: The stipend amount will depend on the total number of eligible applicants and will be established within the fourth quarter of the program year. One stipend will be allocated per person/applicant. The stipend amount may vary based on the role/s the applicant holds. The Site Leader will verify the role/s of each applicant and the stipend amount will be calculated accordingly.

STIPEND APPLICANTS MUST:

1. Demonstrate active employment working with children and families throughout the year and remain actively engaged with children and families by the time of role confirmation by site leader in May 2024.
2. Complete all required tasks and role-specific responsibilities, at an SDQPI participating program, verified within the Workforce Registry.
3. Keep Workforce Registry profile up to date, with information that includes but is not limited to employment, education, permits and/or credentials, and ongoing professional learning activities.
4. Have and share a social security number within the W-9 form. TIN or EIN numbers will not be accepted.
5. Serve in at least one of the following roles:
 - **ELC Provider**
 - Teacher/Lead Teacher/ Co-Teacher
 - Assistant Teacher/Instructional Assistant
 - Assistant Site Leader (one per site)
 - **FCC/FFN Provider**
 - Family, Friend, and Neighbor Provider
 - Family Child Care Home Provider-Site Leader
 - Family Child Care Home Provider-Assistant
 - **Data Representative**
 - **Site Leader** (one per site)

QUESTIONS? Contact the Learn Well Stipend Team at LWStipend@sdcoe.net

REQUIRED TASKS FOR ELC/FCC/FFN & SITE LEADERS

PLEASE NOTE: To maintain contractual and funding mandates, required tasks will only be accepted within the timeframe below. Tasks submitted outside of the timeframes established below will result in loss of stipend eligibility. It is recommended that tasks are completed early, before the due date, to avoid issues that may arise from unforeseen emergencies, tech-related challenges, etcetera.

1

Complete Stipend Application

Workforce members must apply for the Stipend through the Workforce Registry by **February 1, 2024**. To submit an application, your employment must be up to date within your Registry profile.

2

Complete a W-9 Form

Applicants must complete a W-9 through Adobe Sign by **February 1, 2024** with all required fields completed.

3

Employment Verification

Applicants must have their employment verified on the Workforce Registry by **April 15, 2024**. This step does not apply to Friends Family Neighbor (FFN) applicants.

4

Attend Stipend Orientation

Applicants must attend a stipend orientation through SDCOE during the program year.

5

Attend QIP Orientation

Applicants must attend a Quality Improvement Plan (QIP) orientation with their site leader. This requirement is not applicable to the data representative.

6

Professional Learning

Applicants must have at least 4 hours of PL activities, in alignment with the program's SDQPI quality improvement plan (QIP) evidenced within the Workforce Registry by **April 15, 2024**. This requirement is not applicable to the Data Representative.

7

Complete Survey

Applicants must complete the Learn Well Quality Improvement survey by **February 1, 2024**.

ADDITIONAL REQUIRED TASKS FOR SITE LEADERS

PLEASE NOTE: These ongoing responsibilities must be completed **in addition** to the tasks required for ELC providers to maintain eligibility for the site leader stipend amount.

1

Review the SDQPI Contract

Site leaders must have knowledge and understanding of the SDQPI contract and its requirements.

2

Participate in SDQPI Coaching

Site leaders will participate in coaching through SDQPI to facilitate progress towards program quality improvement

3

Create a Site QIP

Site leaders will work with their assigned coach in development of their sites Quality Improvement Plan

4

Facilitate QIP Orientation

Site leaders will share QIP goals and action steps with all site staff through a QIP orientation for support of implementation

5

Verify Professional Learning

Site leaders will verify that all staff complete the required professional learning activities in alignment with the program's SDQPI quality improvement plan (QIP) evidenced within the Workforce Registry by April 15, 2024, except for data reps.

6

Monitor Information on WFR

Site leaders will ensure all staff maintain updated profiles within the Workforce Registry

REQUIRED TASKS FOR DATA REPRESENTATIVES

PLEASE NOTE: To maintain contractual and funding mandates, required tasks will only be accepted within the timeframe below. Tasks submitted outside of the timeframes established below will result in loss of stipend eligibility. It is recommended that tasks are completed early, before the due date, to avoid issues that may arise from unforeseen emergencies, tech-related challenges, etcetera.

1

Complete Stipend Application

Workforce members must apply for the Stipend through the Workforce Registry by **February 1, 2024**. To submit an application, your employment must be up to date within your Registry profile.

2

Complete a W-9 Form

Applicants must complete a W-9 through Adobe Sign by **February 1, 2024** with all required fields completed.

3

Employment Verification

Applicants must have their employment verified on the Workforce Registry by **April 15, 2024**. This step does not apply to Friends Family Neighbor (FFN) applicants.

4

Attend Stipend Orientation

Applicants must attend a stipend orientation through SDCOE during the program year.

5

Complete Survey

Applicants must complete the Learn Well Quality Improvement survey by February 1, 2024.

Additional Data Representative Tasks

- The above responsibilities must be completed to maintain eligibility for the Data Representative Stipend.
- SDQPI data submission is a requirement of the contract and must be completed with or without the Data Representative Stipend.
- The use of Vertical Change data system is required to set up information about the program, site(s), session(s), and staff assignments. Please reference [SDQPI Data Reporting Timeline](#) for details. Data Representatives may contact their assigned SDQPI Data team member for questions regarding the bullets above.

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Exhibit “B”: SDQPI Data Reporting Timelines

SDQPI Data Reporting Timeline

Use of the QRIS data system is required to set up each Site with information about each session, staff assignments and to submit all child aggregate data. If an agency has an existing Student Information System (SIS), child data from that system may be uploaded and/or aggregated at the site level. Use of the QRIS data system for entry of child level data is encouraged but not required.

#	Component	SDQPI Due Dates	Qtr. 2	Qtr. 3	Qtr. 4	Instructions: All data is collected at the site level, associated to the site license
1	Agency, site, session, staff, and students. If applicable: ASQs and referrals.	Quarter 2: Second Friday of December Quarter 3: Second Friday of March Quarter 4: First Friday of June	X	X	X	New Providers – Within 45 days of contract execution
2	Agency, site, session, staff, and students.	Quarter 2: Second Friday of December Quarter 3: Second Friday of March Quarter 4: First Friday of June	X	X	X	After initial setup, update as changes occur.
3	If applicable: ASQs and referrals.	Quarter 2: Second Friday of December Quarter 3: Second Friday of March Quarter 4: First Friday of June	X	X	X	After initial setup, update as changes occur.
4	Session Projections	First Friday of June	X	X	X	The Session Projections template is sent out in early May and is due approximately within four weeks of being sent out. Site and sessions in the QRIS Data System are set up based on what SDQPI receives in the Session Projections template.

REQUIRED DATA FIELDS

Agency Fields	Site Fields	Session Fields	Staff Field
Agency Name	Site Name	Session Name	First Name
Address	Address	Session Room #	Middle Name
City	City	Part-day/ full-day	Last Name
State	State	Start Time	Email Address
Zip	Zip	End Time	Work Force Registry ID
Phone Number	Phone Number	Language of Instruction	
Email Address	Facility Type (FFN, FCC, Center)	Session Staff	
Agency Staff	All Active Licenses	# of Infants (Birth-17 mo.)	
Provider/Vendor Number (CSPP/CCTR Only)	Site License Status	# of Toddlers (18-35mo.)	
	Site Staff	# of Preschoolers (36mo.-K)	
	# Months of Operation		
	Funding Sources / Subsidy Types		
	Program Type – Tribal		
	Program Type – Military		
	# of Children with Parent Consent		
	# of Dual Language Learners		
	# of IEP/IFSPs at Enrollment		
	# of IEP/IFSPs at end of Year		
	If applicable: ASQ-3 # completed		
	If applicable: ASQ-3 # with concerns		
	If applicable: ASQ:SE2 # completed		
	If applicable: ASQ:SE # with concerns		
	If applicable: # of Referrals based on ASQ/ASQ-SE results/concerns		
	# Student Languages		
	# Student Ethnicities		
	# Student Federal Races		

**San Diego County Superintendent of Schools
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**Exhibit "C": Informed Consent Forms
Attachment 1: First 5 Evaluation Form**



Information on the First 5 San Diego Program Evaluation

Evaluation Manager
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7711

First 5 San Diego (First 5 SD) supports programs for young children and their families in San Diego County. SDCOE partners with First 5 SD to make this possible through the San Diego Quality Preschool Initiative (SDQPI). These programs help children enter school healthy and ready to succeed. Data collected from programs will help First 5 SD learn which programs work best.

Data Available to First 5 SD The organization providing services to you shares data with First 5 SD. For example, the data may be the ages and ethnicities of participants, the number of people served in each zip code or information about how groups of children and their parents are learning and improving.

Procedures First 5 SD does not report on individual children or families as part of its evaluation. Your family data will be combined with data from others to show First 5 SD if families are helped by our programs.

Questions If you have any questions regarding the First 5 SD evaluation, you may call the Evaluation Manager at (858) 285-7711 or write to the above mailing address.

Voluntary Participation You/your child receives these services voluntarily and you can refuse services or stop participating at any time.

ACKNOWLEDGEMENT

I, _____ have received the First 5 San Diego Program Evaluation information sheet.

Name of Parent/Guardian (PLEASE PRINT)

Signature of Parent/Guardian

Date



Información sobre la Evaluación del Programa First 5 San Diego

Evaluation Manager
9655 Granite Ridge Drive, Suite 120
San Diego, CA 92123
(858) 285-7711

First 5 San Diego (First 5 SD) apoya programas que ayudan a los niños del condado de San Diego. SDCOE está asociado con First 5 SD para hacer este programa posible a través de San Diego Quality Preschool Initiative (SDQPI). Estos programas contribuyen a que los niños entren a la escuela saludables y listos para triunfar. La información recopilada por parte de los programas ayudará a que First 5 SD identifique cuales programas funcionan mejor.

Información disponible a First 5 SD La organización que le ofrece los servicios comparte datos con First 5 SD; por ejemplo, datos como la edad y el grupo étnico de los participantes o el número de personas que se atienden en cada código postal o información de como grupos de niños y sus padres están aprendiendo y mejorando.

Procedimientos First 5 SD no reporta de manera individual a niños o familias como parte de su evaluación. La información de su familia será combinada con datos de otras personas para mostrarle a First 5 SD si las familias son ayudadas por nuestros programas.

Preguntas Si usted tiene preguntas sobre la evaluación de First 5 SD, puede comunicarse con el Gerente de Evaluación al (858) 285-7711, o escribirle a la dirección que aparece en la parte superior de la hoja.

Participación voluntaria Usted/su hijo recibe estos servicios voluntariamente y puede rehusarlos y dejar de participar en cualquier momento.

Reconocimiento

Yo, _____ he recibido la hoja de información de la Evaluación del Programa First 5 San Diego.

Nombre del padre/tutor (**FAVOR DE ESCRIBIR CON LETRA DE MOLDE**)

Firma del padre/tutor

Fecha

**San Diego County Superintendent of Schools
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**Exhibit "C": Informed Consent Forms
Attachment 2: Model Release Form**



Model Release Form

STUDENT NAME (please print): _____

All my rights I may have or acquire in connection with my participation in the television, film, audiotape series, or any Web based or derivative work of projects for teachers by the First 5 San Diego Quality Preschool Initiative including but not limited to my rights to publicity, copyrights and/or other intellectual property rights, are hereby granted, worldwide, in perpetuity and for any use to the San Diego County Board of Education and the San Diego County Office of Education, San Diego, California, and its designees. I hereby waive the right to any fees or control of the aforementioned programs or any portion thereof, now or in the future and I grant full permission for the use of my name, likeness, performance and voice for the purpose of publicizing, advertising, promoting, or marketing the aforementioned teacher projects.

San Diego County Office of Education will have no obligation to use the material or to complete, distribute, or exhibit the production. I shall not have the right to approve or review any use of the material. I acknowledge that no consideration or compensation shall be payable in connection with the material. I understand and acknowledge that San Diego County Office of Education will use the material in full reliance on the above consent and release.

Student's Signature Date

For Students who are Minors (under age 18):
I hereby represent and warrant that I am the parent or legal guardian of the Minor Student whose name is printed above, that I am of majority age and have the legal right to execute this consent and release on behalf of the Minor Student. I further represent and warrant that I have read the release, above, prior to its execution, that I am fully familiar with the contents thereof, and understand and agree to be bound by the terms, conditions and provisions thereof.

Parent/Guardian Signature Print Name Date

Address

School/Location City State



Permiso para Publicación

NOMBRE DEL ESTUDIANTE (letra de molde): _____

Todos los derechos que pudiera tener o adquirir en conexión con mi participación en la televisión, película, cinta audio, o cualquier proyecto por internet o derivado por los maestros de la Iniciativa de Preescolar de Calidad de Primeros 5 de San Diego, incluyendo pero no limitado a, mis derechos de publicidad, derechos reservados y/o otros derechos de propiedad intelectual, los cedo aquí presente, mundialmente, en perpetuidad y para cualquier uso de la Mesa Directiva de Educación del Condado de San Diego y de la Oficina de Educación del Condado de San Diego, San Diego, California, y sus designados. Yo por la presente cedo el derecho a cualquier cobro o control de los programas ya mencionados o cualquier porción del mismo, ahora o en el futuro yo doy permiso absoluto para el uso de mi nombre, imagen, actuación y voz para el propósito de publicación, distribución, promoción, ó comercialización de los proyectos de los maestros de los ya mencionados.

La Oficina de Educación del Condado de San Diego no tendrá la obligación de usar el material o de completarlo, distribuirlo, ó exhibirlo. Renuncio a cualquier derecho que yo tenga para inspeccionar el uso del material. Estoy consiente que ninguna consideración o compensación será otorgada en conexión con el material. Entiendo y estoy consiente que la Oficina de Educación del Condado de San Diego usara el material en completa dependencia del consentimiento y comunicado ya mencionado arriba.

Firma del Estudiante

Fecha

Para estudiantes menores de 18 años:

Yo represento y garantizo que soy el padre o tutor legal del estudiante menor del cual su nombre esta escrito arriba, que tengo la mayoría de edad y tengo el derecho legal de ejecutar este consentimiento y permiso a favor del menor. Además, aquí presente garantizo que he leído el permiso arriba antes de su ejecución, que estoy totalmente familiarizado con el contenido del mismo, y entiendo y estoy de acuerdo con los términos, condiciones y provisiones del mismo.

Firma del padre/tutor

Nombre en letra de molde

Fecha

Domicilio

Escuela

Ciudad

Estado

**San Diego County Superintendent of Schools
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Exhibit "D": Data Management System Use**

I acknowledge that SDCOE is not liable in the event that Agency, its officers, agents, or employees uses any Data Management System fields that are not required data fields necessary to meet San Diego Quality Preschool Initiative reporting requirements, as specified in Exhibit "A": Scope of Work and Exhibit "B": SDQPI Data Reporting Timelines.

I acknowledge that SDQPI funds are used to provide access to the Agency for the use of this Data Management System, and this access is limited only to the SDQPI required data fields. Notwithstanding the provisions of Article 18 of the contract, the Agency will accept all liability for any use of the Data Management System which is inconsistent with this Agreement or system provider terms of use.

Signature

Marilyn Adrianzen, Chief Business Official

Print Name & Title

Date

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Exhibit “E”: Quality Counts California Implementation Guide



Quality Counts California Implementation Guide

Updated May 2022

Please note: Updates to this document were made in May 2022 to reflect changes to Rating Matrix Element 4 Effective Teacher– Child Interactions: CLASS Assessments, and Element 6 Program Environment Rating Scale(s).

Some language within this document may reflect outdated language that does not align to the revised matrix elements, please disregard any contradiction to the revised matrix. For questions or clarification please email

Support@qualityca.net.

QCC Consortium Implementation Guide

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QCC Consortium Implementation Guide

I. Intended Audience for this Guide

The Quality Counts California (QCC) Consortium Implementation Guide (Guide) was developed for local, regional, and statewide QCC implementers, raters, and monitors working with rated sites. It includes common agreements designating where consortia have local control, as well as areas where rating must be implemented in a common and consistent way. Consortium agreements ensure local and regional QCC models are implemented to fidelity in accordance with statewide agreements and state policy guidance. The Guide will continue to be updated as new agreements are determined. Please refer to the Glossary for definitions of terms used throughout this Guide. Additional resources for QCC Consortium members can be found at www.qualitycountsca.net.

II. What is a QRIS?

Early learning and care (ELC) can bring a wide range of benefits for children, parents, and society at large. However, these benefits are conditional on the quality of the early learning and care settings. Expanding access to services without attention to quality will not deliver positive outcomes for children or long-term productivity benefits for society¹. A *Quality Rating and Improvement System (QRIS)* can provide parents and other consumers information about the quality of early learning settings and help those settings understand where improvement is needed.

A fully functioning QRIS includes the following components: (1) quality standards for programs and practitioners; (2) support for an infrastructure to meet such standards; (3) monitoring and accountability systems to ensure compliance with quality standards; (4) ongoing financial assistance that is linked to meeting quality standards; and (5) engagement and outreach strategies.²

III. California's Approach to QRIS

Quality Counts California (QCC) is designed to support continuous quality improvement of ELC programs across the continuum of ELC setting types. QCC is a statewide system of quality support with activities at the state, regional, and local levels, including a QRIS. QCC helps enhance the quality of ELC programs and informs families about the meanings of different quality levels for children's ELC experiences. The QCC Framework, which was initially developed as part of the Race to the Top-Early Learning Challenge (RTT-ELC) grant and which has evolved over time, sets the foundation for the quality improvement continuum. The RTT-ELC Consortium, later renamed the QCC Consortium, voluntarily agreed to align their local QRIS to a common "Quality Continuum Framework" that included a common Rating Matrix with some local modifications allowed.

¹ Mitchell, W. A. (July 2005), Stair Steps to Quality. Retrieved from: <http://www.qrisnetwork.org/node/37>

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The Rating Matrix uses the terms “core” and “elements,” which refer to the three overarching categories and the indicators or components within these categories. The Elements are numbered consecutively one through seven, with elements five and seven for centers only, as shown below.

CORE	Elements
Core 1: Child Development and School Readiness	Element 1. Child Observation Element 2. Developmental and Health Screenings
Core 2: Teachers and Teaching	Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for <i>Lead Teacher</i> /Family Child Care Home Element 4. Effective Teacher-Child Interactions
Core 3: Program and Environment	Element 5. Licensing and Regulatory Requirements: Ratios and Group Size (Centers Only) Element 6. Program Administration and Leadership: Environment Rating Scale(s) – ECERS-R, ITERS-R, FCCERS-R Element 7. Program Administration and Leadership: Director Qualifications (Centers Only)

The RTT-ELC Consortia also agreed upon the following Tier Rating Chart based on the final Program Quality Score in points. **Points may not deviate from what is specified below, even in locally determined tiers.**

	Tier 1 (blocked, receive 1 point per element)	Tier 2 (locally determined— point values, blocked, or combination)	Tier 3	Tier 4	Tier 5 (can include additional locally determined requirements)
Centers	7 points	8–19 points	20–25 points	26–31 points	32 points or more
Family Child Care Homes	5 points	6–13 points	14–17 points	18–21 points	22 points or more

The implementation guidelines ensure consistency of implementation across counties. To allow local flexibility, QCC consortia could elect to make local decisions about the tiers that were not commonly adopted, as well as areas of implementation that were left to local control.

QCC Consortium Implementation Guide

In Fiscal Year 2015–16, the work of the RTT-ELC Consortium expanded to a statewide effort, drawing on the nationally recognized effectiveness factors or standards that lead to improved learning and development outcomes for children. The *RTT-ELC Framework* is now the *QCC Quality Continuum Framework*. QCC is funded through a layering of multiple funding sources, including First 5 California, the California Department of Education, and local funding. For more information on Quality Counts California, visit www.qualitycountsca.net.

IV. Early Learning Sites Eligible for Rating

An **early learning site** is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

For sites licensed by the California Department of Social Services, the definition “*in good standing*” is to be used. If a site’s license is changed to anything other than “*in good standing*,” the QCC rating is suspended.

In addition, local consortium may:

- Choose to impose a time period prior to rating without incident
- Determine reinstatement protocols

Exceptions to licensed programs that are eligible to participate include:

- Cal-SAFE child development programs
- Tribal-approved child care programs
- Military installation child care programs
- Adult Education preschool programs that are legally exempt from licensing
- Other programs and *classrooms* operated by school districts, such as IDEA Part B or Part C funded programs

For additional information on eligible sites and requirements, please see the applicable funding requirements.

V. Rating and Monitoring

All consortia agree to implement all tools, measures, and documents in accordance with the QCC Implementation Guide. Preserving the components that made the original practice effective can directly impact the success of desired outcomes. One

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recommended way to ensure high-quality implementation is for consortia to identify and clearly stipulate four distinct QCC functions:

- **Raters** review and validate portfolio documentation used to determine ratings.
- **External CLASS Observers** are certified on the *Classroom Assessment Scoring System*® (CLASS®) tools and conduct this portion of the rating. Note: Throughout this document, both are referred to as “assessors.”
- **Monitors** ensure sites maintain their rated quality and compliance with QRIS requirements.
- **Technical Assistance (TA) Providers** support the creation and/or implementation of the Quality Improvement Plan (QIP). TA providers also may assist sites with the development of the basic portfolio for rating, in addition to providing quality improvement coaching and other types of consultation.

While some functions may be fulfilled by the same person, individuals cannot serve as an external assessor and provide technical assistance or coaching services to the same group of teachers/sites.

Rating Guidelines

The QCC Rating Matrix employs a portfolio-based system (with monitoring and administrative verification) for a site to self-report some elements of quality, and a file review for others, as follows:

Element	Point Value				
	1	2	3	4	5
1 Child Observation/Assessment	File Review At All Levels				
2 Developmental and Health Screening	File Review At All Levels				
3 Lead Teacher Qualifications and <i>Professional Development</i>	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				
4 CLASS Assessment	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - External Assessment				
5 Ratios and Group Size	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Verification By Assessor				
6 Environment Rating Scale	Point Values 1 And 2 - Self-Report Point Values 3,4 And 5 - Most Recent External Assessment OR Self-Report				
7 Director Qualifications	Self-Report At All Levels Supported With Documentation/Reporting By The Workforce Registry				

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Self-report

All QCC sites will use a portfolio for self-report elements. In order to verify the level of quality, all programs will be required to provide common documents demonstrating the level of quality for each element of the QCC Rating Matrix. The portfolio may be managed online (e.g., via upload) or on paper. This is a local decision. All portfolios should be subject to random observation and file review at the discretion of the local consortium.

File Review

Two children’s files from each classroom are to be randomly selected for review of child assessments and screenings by the external rater during observation visits. (If the child has been in the program fewer than 60 days, another file may be selected.) To obtain the corresponding point value for each element, every file reviewed should have evidence of screening and assessment. One hundred percent of files checked must contain evidence of a child assessment and screening or other alternatives. Alternatives to developmental and health screening include a parent “opt-out” form, a detailed documentation of repeated attempts (as determined locally) to obtain parental consent, or the existence of a current Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP).

As an alternative to viewing individual child paper files, it is acceptable to view a centralized tracking system or database files (such as for child assessment, or health and developmental screening). Evidence must demonstrate one hundred percent compliance consistent with Implementation Guide requirements.

Frequency of Site Rating

A site’s rating is valid for three or five years depending on tier rating, from the time the overall site rating is assigned (Note: Sites will be held harmless to the rating requirements through FY 2022-23). For example:

If the site was rated in:	And the result was Tier 1, 2, or 3, the site’s rating is valid through:	And the result was Tier 4 or 5, the site’s rating is valid through:
March 2020	March 2023	March 2025
November 2019	November 2022	November 2024
August 2018	August 2021	August 2023

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Participating sites are to develop quality improvement plans after they receive a full rating and commit to engaging in an ongoing continuous quality improvement process between ratings. QCC Consortia will monitor participating sites between ratings. Re-rating is required when a site license changes due to a change of physical location. The decision to re-rate a site for other reasons during the rating period is a local decision. Some local decisions that may trigger reconsideration of the rating before the rating period has passed include:

- Significant turnover in staff
- New director
- Changes that warrant re-assessment of an individual classroom, including a change in the lead teacher of a formerly assessed classroom
- Significant licensing violation
- Other evidence of changes related to the criteria upon which they were rated
- Other reasons determined by local consortium

Communicating the Site Rating

Formal ratings must be made available to the public. The emphasis on publicly available ratings highlights consumer awareness as a key component of the success of a QRIS as a mechanism for supporting families in selecting high-quality ELC programs for their children.

Consortia may choose to communicate ratings as tier or star levels; combine levels into three categories, such as “beginning,” “achieving,” and “advancing;” or use another communication system to convey rating information to the public.

Consortia also have discretion on how ratings are publicized. Please note: Child Care Resource and Referral agencies (R&Rs) are required per the reauthorized Child Care and Development Block Grant Act (CCDBG) (Section 658E.c.2.E.i.II.) to provide information on ratings to families. Consortia also may share ratings by:

- Posting at participating early learning setting to indicate QRIS participation and tiered rating
- Posting on a website (e.g., R&R, and/or local QRIS website)

Public communication should include the effective dates of the rating.

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Reporting Site Data to the State

Consortia are required to report data to the State once per year, including sites' overall ratings and element scores. Details about how and when to report data are available at <https://qualitycountsca.net/quality-partners/consortium-members/>.

VI. Assessing Classrooms

Frequency of Classroom Assessments

External assessments are conducted for Tiers 3 through 5 for select elements using the CLASS tool (Element 4) for the appropriate age level. Refer to guidelines within the tools if classrooms are mixed age. California Master Anchors can provide additional clarification if necessary.

Based on the local QRIS model and site readiness, rated sites may receive a formal, external assessment using the ERS and CLASS, if warranted, every three years (sites rated at Tiers 1 through 3) or five years (sites rated at Tiers 4 and 5 within 13 months of the final rating).

For FY 2022-23 ONLY: ERS element scores from the most recent formal rating may be used in lieu of obtaining new Element 6 scores.

Defining Classrooms for Assessment

Classrooms are defined by the *teaching team* and the *group of children*. The table below demonstrates several scenarios to help determine the number of classrooms.

Scenario	Number of Classrooms	Rationale
AM Preschool + PM Preschool Same teaching team for AM and PM	1	Ages served and teaching team are the same.
AM Toddlers + PM Preschool Same teaching team for AM and PM	2	Teaching team is the same. Different <i>age groups</i> require different assessments.
AM Preschool + PM Preschool Different Teaching team in AM and PM	2	Same age group served in the morning and afternoon. Different teaching teams require different assessments.

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Selecting Classrooms for Assessment

Consortium will assess one-third of classrooms of each age group at a site, regardless of funding stream and total overall number of classrooms, including at least one classroom in each age group. See definitions of age groups in the glossary.

NOTE: For sites participating in CSPP Block Grant funding and sites with mixed funding: Rating is completed at the site level – classrooms selected for assessment are chosen as described within this Implementation Guide. This may result in a site with CSPP Block Grant funding receiving a rating that is not based on the assessments of any classrooms participating in the CSPP Block Grant. Classrooms participating in the CSPP Block Grant should not be rated separately from the rest of the classrooms at the site.

Guidelines to determine the number of classrooms to assess with the CLASS and ERS:

- **Sites serving a single age group of children** (e.g., all toddlers or all preschoolers)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Total number of classrooms to assess	1	1	2	2	2	3	3	3	4

- **Sites with different classrooms for children of different ages** (be sure to select at least one classroom from each age group)

Number of classrooms at site	2	3	4	5	6	7	8	9	10
Minimum number of classrooms to assess	2	2	2	2	2	3	3	3	4

Parameters for Selecting Classrooms

For classroom selection and random selection process, exclude classrooms (use another randomly chosen classroom as an alternate) or postpone a scheduled assessment/visit when there is a: (1) substitute teacher; or (2) new teacher to the site (30 calendar days or fewer).

The minimum number of children required to be present in a particular classroom in order to rate will be locally determined as long as it remains within the parameters of the tool being used for assessment.

Announced vs. Unannounced Visits

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Consortia will conduct scheduled visits with sites. Local consortia determine how far in advance the visits may be scheduled. Notification to the site of randomly selected classrooms to be assessed on CLASS will occur the day of the visit. The assessor will ensure the classroom being assessed is staffed by the lead teacher on record (or long-term sub who has been serving as lead teacher in the classroom longer than 30 days).

Use of Existing Assessments

A consortium shall accept CLASS assessments previously conducted in lieu of the county consortium sending an assessor ONLY if the assessment was:

- Completed within 13 months of the rating
- Performed by a valid and reliable external assessor (deployed by the local QCC Consortium)
- Conducted with the same lead teacher, child age group, and physical location as the randomly selected classroom

For FY 2022-23 ONLY: ERS element scores from the most recent formal rating may be used in lieu of obtaining new Element 6 scores.

Recommendations for Observations Using the CLASS Tool

When coding with any CLASS tool, the observer evaluates the effectiveness of interactions for the target age level. In any classroom setting, multiple adults may be present during the observation, requiring the observer to consider how each adult interacts with children and how those adults jointly influence the overall classroom experience.

The consortium agreed the *CLASS observation* may be conducted in classrooms with at least one child present.

Local consortium policy guides other observation protocol, such as:

- When a classroom receives a CLASS assessment (e.g., if at a lower points level than required in the rating matrix)
- The number of children in the classroom (or target age level) that need to be present in order to observe and if/when to reschedule an assessment to maximize attendance

Guidelines for Use of CLASS in Multi-age Classrooms

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In a multi-age setting, the observer should keep the target age range in mind and pay particular attention to the interactions associated with those ages. Interactions with children outside the target age level are considered in coding, only if they enhance or detract from those experienced by the intended children. For example, a teacher may have effective and warm interactions with an infant during a diaper change; but if the assessor is observing with the Toddler CLASS measure, and the toddlers are not involved, the assessor would not code those interactions. On the other hand, if the teacher involves toddlers in care by asking them to get a diaper or help wash the baby's hands, those interactions would be considered in coding.

Determining whether one tool or two will be used in multi-age classrooms:

- If using one tool and need to determine which measure to use, consider the goals of the observation and the expertise of coders. Also consider the age range of each tool (e.g., the infant tool can be used in classrooms with children as old as 15 months).
- When local decision dictates use of more than one age-level tool in a multi-age classroom, observers may alternate between age levels either by:
 - Making one visit – obtain three cycles of each tool during the classroom visit (total of six cycles); or
 - Making two visits – observe one age level at the first visit and the other age level during the second visit. Each visit/tool should include four cycles.

Guidelines for Use of CLASS in Diverse Classrooms

Early learning settings in the QCC serve children from diverse backgrounds, languages, and cultures. It is imperative the observer is culturally sensitive and able to understand the adult-child interactions to score appropriately.

The consortium agreed the CLASS observer must understand 85–90 percent of the teacher's communication with the child/ren to consider the assessment reliable. This is particularly important in Pre-Kindergarten classrooms.

Other things to consider when observing in a diverse classroom include:

- Some behaviors are considered disrespectful in certain cultures. For example, forcing eye contact would be uncomfortable for a child and would not be demonstrating respect. But eye contact is only one of several markers of respect, and it is not required for a teacher to force eye contact to demonstrate respect.
- When the early educator and child engage in back-and-forth exchanges, the observer must understand both the adult and child to accurately assess scaffolding,

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feedback loops, and other indicators in the Pre-K CLASS Instructional Support Domain.

- The consortium strongly encourages using assessors who speak the language of the children at the site and understand the cultures.

VII. **Regional CLASS Trainers and Observers**

Regional CLASS Affiliate Trainers

A CLASS Trainer is certified by Teachstone to conduct training on a specific tool and is called an Affiliate Trainer. The QCC recommends, but does not require, each region to identify a Regional CLASS Affiliate Trainer to support the region's CLASS needs. Regional CLASS Affiliate Trainers who work within the QCC are authorized to provide training to other partners within their local QRIS.

Geography and/or other needs may call for each consortium within a regional Hub to have its own consortium-dedicated affiliate trainer(s), or several consortia may elect to share a Regional CLASS Affiliate Trainer.

The Regional CLASS Affiliate Trainers should maintain annual certification through Teachstone. If authorized by the regional Hub, the Regional CLASS Affiliate Trainer may:

- Coordinate regional training and observer certification.
- Review reports written by CLASS observers.

CLASS Observers

Whether regional or consortia-specific, CLASS observers carry out assessments on applicable age-level tool(s) and complete reports, as applicable within a consortium or for several consortia within a regional Hub.

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CLASS observers must have proof of current certification from Teachstone demonstrating reliability on applicable tool.

CLASS Drift Testing

CLASS drift testing must be conducted at least one time between annual recertifications. The drift testing may be carried out in one of two ways:

- Online calibration during an assigned period of time – code one 20-minute video and achieve at least 80 percent reliability. Observers also may review a one-hour webinar debrief of the video after coding.
- Live double-code with an experienced CLASS-certified assessor identified by the consortium.

Observers must demonstrate reliability during drift testing to continue to observe using the CLASS tool. Observers have up to three opportunities to meet 80 percent reliability during drift testing. Between drift tests, observers may receive technical assistance from a State Master Anchor or Regional CLASS Trainer/Observer to support success. Hubs and/or local consortia determine next steps after a third failed attempt at drift test reliability.

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Appendix I: Quality Counts California Rating Matrix

Rating Matrix with Elements and Points for Consortia Common Tiers 1, 3, and 5

ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Core I: Child Development and School Readiness 1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations & Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Core I: Child Development and School Readiness 2. Developmental and Health Screenings	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent) used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
Core II: Teachers and Teaching 3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	<input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]	<input type="checkbox"/> Center: 24 units of ECE/CD? OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education OR Teacher Permit AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
Core II: Teachers and Teaching 4. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan OR Informal assessment and results used to inform Quality Improvement Plan and staff professional development plan.	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K ▪ Emotional Support – 5 ▪ Instructional Support – 3 ▪ Classroom Organization – 5 Toddler ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 Infant ▪ Responsive Caregiving (RC) – 5.0	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5 ▪ Classroom Organization – 5.5 Toddler ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 Infant ▪ Responsive Caregiving (RC) – 5.5

1. Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.

2. For all ECE/CD units, the core eight are desired but not required.

Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see total point range).

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ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
Core III: Program and Environment 5. Ratios and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Core III: Program and Environment 6. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS- R, ITERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and staff professional development plan.	<input type="checkbox"/> Current National Accreditation approved by the California Department of Education
Core III: Program and Environment 7. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units ECE/CD + 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision OR Site Supervisor Permit AND 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration OR Program Director Permit AND 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration, OR Administrative Credential AND 21 hours PD annually

Total Point Ranges

Program Type	Common-Tier 1	Local-Tier 2 ³	Common-Tier 3	Common-Tier 4	Local-Tier 5 ⁴
Centers 7 Elements for 35 points	Blocked (7 points) – Must Meet All Elements	8 to 19 points	20 to 25 points	26 to 31 points	32 points and above
FCCHs 5 Elements for 25 points	Blocked (5 points) – Must Meet All Elements	6 to 13 points	14 to 17 points	18 to 21 points	22 points and above

3. Local Tier 2: Local decision if Blocked or Points and if there are additional elements
4. Local Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 2015; Effective July 1, 2015

Appendix II: Guidance for Rating Elements by Points

Core 1: Child Development and School Readiness

Element 1. Child Observation

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Program uses *evidence-based child assessment/ observation tool* once a year that covers all five domains of development

Detail: Local consortia may use the list of evidence-based child assessment/observation tools from the list below, create local guidelines, or both. Local criteria must include evidence that the tool is observational, annual, and, at minimum, assesses the following developmental domains: physical (gross and fine motor), social-emotional, cognitive, and communication.

Optional, partial list of evidence-based tools:

- High/Scope Child Observation Record (COR) for Infants and Toddlers
- High/Scope Preschool Child Observation Record (COR), Second Edition
- Work Sampling, Developmental Guidelines, Preschool 3
- Work Sampling, Developmental Guidelines, Preschool 4
- Learning Accomplishment Profile-3rd Edition (preschool)
- The Ounce Scale (infant/toddler)
- NIEER Early Learning Scale

Uses refers to any assessment, instrument, or tool that yields individual and group information. This term requires that the program accesses and analyzes results and those results (whether individual information or aggregated group data) are used to inform practice.

Random selection of two children's files per classroom during observation visits will provide evidence of use of evidence-based child assessment/observation for each child. (If a child has been in the program fewer than 60 days, another file may be reviewed.)

3 POINTS

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Indicator: Program uses *valid and reliable child assessment/ observation tool* aligned with California Foundations and Frameworks twice a year

Detail: Valid and reliable child observation tools must be approved by the California Department of Education prior to awarding the site three points for this element. Currently approved tools are:

- Teaching Strategies GOLD® (Creative Curriculum) assessment
- Early Learning Scale by National Institute of Early Education Research (NIEER) available from Lakeshore Learning School Supply
- Brigance Inventory of Early Development III

Assessment tool developers must contact QCC@cde.ca.gov if they wish to submit documentation of alignment with the *California Foundations and Frameworks*.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

4 POINTS

Indicator: DRDP (minimum twice a year) and results used to inform curriculum planning

Detail: All users of *Desired Results Developmental Profile* (DRDP) must use the DRDP 2015 version. Sites may choose, at their discretion, to use the comprehensive, fundamental, or essential view.

Programs without evidence of twice-annual child assessments due to the rating visit occurring prior to the second assessment due date may meet this requirement in one of two ways:

1. Programs may show evidence from the prior year of two cycles of assessment.
2. Programs without assessment evidence from the prior year are required to submit actual scores from the second annual child assessment in order to maintain their score on this item and overall site rating. (Verification process is a local decision.)

Evidence should demonstrate that individual child assessments are considered when planning for learning experiences through which the curriculum goals will be achieved. Acceptable documentation is as follows:

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1. Show use of DRDP and program has current NAEYC Accreditation **OR**
2. Show use of DRDP and provide current *Head Start* School Readiness Goals **OR**
3. Provide completed CD 4001B (Desired Results Developmental Profile Summary of Finding for the Classroom and Family Child Care Home Form) **OR**
4. Provide two of the following as evidence:
 - Written curriculum statements
 - Lesson plans
 - Planning webs
 - Notes from planning sessions with information on how a purchased curriculum (if used) considers assessment of child progress

5 POINTS

Indicator: Program uses DRDP twice a year and uploads into DRDP Online and results used to inform curriculum planning.

Detail: Use of *DRDP Online* is free to Head Start, state funded programs, and all QCC participating sites.

Twice-annual assessments are confirmed in the same manner as for four points above.

Evidence should demonstrate the use of domain scale reports when planning for individual and group learning experiences within the curriculum. *Desired Results Access* domain-level reports can be used for children with IFSPs and IEPs.

Core 1: Child Development and School Readiness

Element 2. Developmental and Health Screenings

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Title 22 Regulations require current immunization records for every child enrolled in the family child care home or center. Family child care homes use form PM 286, available at <http://www.cdph.ca.gov/pubsforms/forms/CtrlForms/cdph286.pdf> and centers use form LIC 701, available at <http://www.dss.cahwnet.gov/cdssweb/PG166.htm>. Forms must be printed on blue paper. **Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive 1 point for this element.**

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2 POINTS

Indicator: Health Screening Form (Community Care *Licensing form LIC 701* "Physician's Report - Child Care Centers" or equivalent) used at entry, then:

1. Annually **OR**
2. Ensures vision and hearing screenings annually

Detail:

Used at entry then annually: Requires the program to collect form LIC 701 (or equivalent) at the child's entry into the program and annually or at the beginning of each program year.

Conducts (or collects) screening: If vision and hearing screening are used as the method of meeting this standard, programs may:

- Use information from a doctor's or specialist's screening
- Conduct vision and health screenings at the site
- Use information from a doctor/specialist and conduct vision and health screening at the site

In instances where the site has difficulty meeting the annual requirements for one or more returning children (after collection of Health Screening Form LIC 701 upon entry), monitors may accept one or both of the following forms of evidence of health screening during subsequent years of a child's attendance:

- Parent "opt-out" form or equivalent evidence that parent denied resubmittal of Health Screening Form and/or denied screening
- Detailed documentation of repeated attempts to obtain Health Screening Form and/or parent consent when conducting file review

3 POINTS

Indicator: *Program works with families* to screen all children using a **valid and reliable child screening tool** at entry and **as indicated by results thereafter AND**

Meets criteria for Point Value 2

Detail: Below is partial list of valid and reliable child screening tools. Other tools are acceptable at the discretion of the consortium with documentation of validity and reliability.

Partial List:

- Mullen Scales of Early Learning
- DIAL 3
- *Ages and Stages Questionnaire (ASQ)*

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- ESP: Early Screening Profiles
- ESI-R (Early Screening Inventory)
- Denver II
- Parents Evaluation of Developmental Status
- Parents Evaluation of Developmental Status – Developmental Milestones
- Battelle Developmental Inventory Screening Test
- Learning Accomplishment Profile-Diagnostic Screens

As indicated by the results thereafter, refers to the actions taken by the program to refer families to additional resources based on the results of the screening tool.

Beginning at this point value, both centers and family child care homes must use a developmental screening tool or produce proof of one of the items below:

- IFSP/IEP
- Evidence of screening in another venue (must have actual screen or documented results)
- Parent “opt-out” form or equivalent evidence that parent denied screening
- Detailed documentation of repeated attempts to obtain parental consent when conducting file review

In addition to providing evidence through the file review process that 100 percent of children are screened, the site must provide evidence for how the screening and referral process works at the site level.

4 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ** at entry and as indicated by results thereafter **AND**

Meets criteria from Point Value 2

Detail: Program works with families means:

- Families are engaged in the screening process.
- Results are shared with the family in a confidential and supportive manner.
- Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

For definitions of ASQ, see glossary.

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5 POINTS

Indicator: Program works with families to ensure screening of all children using the **ASQ & ASQ-SE**, if indicated, at entry, then as indicated by results thereafter **AND**

Program staff use children's screening results to make referrals, implement intervention strategies, and adaptations as appropriate **AND**

Meets criteria for Point Value 2

Detail: For definition of *Ages and Stages Questionnaire-Social Emotional* (ASQ-SE), see glossary.

"If indicated" is a local decision acting in the best interest of the child.

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Core 2: Teachers and Teaching

Element 3. Early Childhood Educator Qualifications: Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)

1 POINT

Indicator: Meets Title 22 Regulations

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator:

Center: 24 units of ECE/CD (core 8)

FCCH: 12 units of ECE/CD (core 8)

OR

Associate Teacher Permit

Detail: In Point Values 2 through 5, qualifications are entered into the workforce registry for all lead teachers employed at the site AND no less than 75 percent of them must meet requirements in Point Values 2 through 5. All higher education units are calculated by semester units (quarter units are converted to semester units).

Total # of Lead Teachers	# Needed to Meet Requirement
2	2
3	3
4	3
5	4
6	5
7	6
8	6
9	7
10	8

In Point Values 3 through 5, staff in family child care homes (FCCH) and centers are held to the same educational standard.

Point Value 2 is equivalent to the Associate Teacher Permit for family child care homes and centers. Teachers who applied for the permit may substitute verification of application, in lieu of the transcript, for review.

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An expired permit can meet the requirements for Point Values 2 through 5 as long as the qualifications are consistent with current permit requirements.

The California Commission on Teacher Credentialing (CTC) Child Development Permit Matrix can be found at the following link https://www.ctc.ca.gov/docs/default-source/leaflets/cl797.pdf?sfvrsn=665bc585_0

For questions regarding Montessori certifications and their equivalent, see Title 22 licensing section 101216.1.

For obtaining translations and determining the status of foreign educational institutions, contact the International Education Research Foundation, Credentials Evaluation Service, www.ietf.org. Additional organizations approved by CTC for transcript evaluation can be found at https://www.ctc.ca.gov/docs/default-source/leaflets/cl635.pdf?sfvrsn=bb4f6e6a_8.

Core 8 courses are desired but not required.

Each group of children must have at least one designated lead teacher. The lead teacher must spend the vast majority of time with one group of children who attend at the same time rather than divide time between classrooms or float among groups. The group size is determined by the point value of the rating. The above is based on the NAEYC accreditation definition of a teacher.

For the purposes of rating a licensed FCCH, the lead teacher is defined as the adult who is the owner and full-time operator of the FCCH. If the owner is not teaching the children, the FCCH lead teacher is defined as the adult with the highest degree who spends the vast majority of time with the children. A group of children in an FCCH is defined as those children who are enrolled in the FCCH. The group size is determined by licensing requirements based on the ages of the children enrolled.

3 POINTS

Indicator: 24 units of ECE/CD and 16 units of General Education

OR

Teacher Permit **AND**

21 hours professional development (PD) annually

Detail: Point Value 3 is equivalent to the Teacher Permit.

Professional development activities may include classes, documented workshops, coaching sessions, equivalency of coursework, or other activities as determined locally by consortium. PD activities should stem from the needs of the teacher and program, based on the individual professional growth plan and/or the site's Quality Improvement Plan. Professional development includes, but is not limited to, the QCC Continuous Quality Improvement Framework.

Annually in regard to PD is a 12-month period and can be calculated from the point of enrollment in QCC or as otherwise defined by the local consortium.

Method to verify 21 hours of professional development is a local consortium decision.

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4 POINTS

Indicator: Associate's degree (AA/AS) in ECE/CD or closely *related field*

OR

AA/AS in any field plus/with 24 units of ECE/CD **OR**

Site Supervisor Permit **AND**

21 hours PD annually

Detail: Point Value 4 is equivalent to the Site Supervisor Permit.

Consortium may accept at its discretion Option two of the Teacher Permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

For Point Values 4 and 5, a BA degree in a closely related field, such as Education or Human Development, may be counted as a related field IF a substantial amount of the coursework was focused on young children ages 0 to 5. "Substantial" is calculated by the workforce registry and is aligned with the California Commission on Teacher Credentialing's approach.

5 POINTS

Indicator: Bachelor's degree in ECE/CD **OR**

BA/BS in any field plus/with 24 units of ECE/CD that conform to permit requirements **OR**

Master's degree in ECE/CD **OR**

Program Director Permit **AND**

21 hours PD annually

Detail: Point Value 5 is equivalent to the Program Director Permit.

Consortia may accept at their discretion option two of the Master Teacher permit if the ECE/CD unit requirement is met.

Method to verify 21 hours of professional development is a local consortium decision.

Core 2: Teachers and Teaching

Element 4. Effective Teacher-Child Interactions: CLASS® Observations (*Use tool for appropriate age group as available)

1 POINT

Indicator: Not applicable

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with CLASS (e.g., two-hour overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)

Detail: The decision about what constitutes *familiarity with CLASS* is a local one. It is recommended that CLASS presentations be conducted by a Certified CLASS Trainer.

3 POINTS

Indicator: Independent CLASS assessment by reliable observer (using the appropriate tool) to inform the program's professional development/ improvement plan

OR

Informal assessment and results used to inform Quality Improvement Plan and staff professional development plan.

Detail: While results of the independent CLASS observation will be used to inform the site's Quality Improvement Plan, evidence of having a Quality Improvement Plan in place is not a requirement for a point value of three.

If choosing to use an informal assessment, the information from those assessment results must be evident in the program Quality Improvement Plan and staff professional development plan.

An informal assessment may include an external assessment, self-assessment, or other methods determined locally to enable teachers/sites to review adult-child interactions and set goals for improvement.

For an independent assessment CLASS reliability must be renewed annually and is available for the Infant, Toddler, and Pre-K CLASS tools. A *reliable CLASS observer* should be able to provide a certificate indicating current reliability (issued within the previous 12 months).

In classrooms with multiple age groups, it is a local decision as to whether to use the age level tool appropriate for the highest number of children or to alternate two tools. If children are equally distributed, consult Teachstone (www.teachstone.org) for advice.

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4 POINTS

Indicator: Independent CLASS observation by reliable observer (using the appropriate tool) with minimum CLASS domain scores:

Pre-K:

- Emotional Support Domain (ES) – 5
- Instructional Support Domain (IS) – 3
- Classroom Organization Domain (CO) – 5

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Toddler:

- Emotional & Behavioral Support Domain (EBS) – 5
- Engaged Support for Learning Domain (ESL) – 3.5

Infant:

Responsive Caregiving Domain (RC) – 5.0

5 POINTS

Indicator: Independent assessment with CLASS (for appropriate age group as available) with minimum CLASS domain scores:

Pre-K:

- ES – 5.5
- IS – 3.5
- CO – 5.5

Toddler:

- EBS – 5.5
- ESL – 4

Infant:

RC – 5.5

DETAIL (POINTS 4 & 5)

Detail: Minimum scores are recommended by Teachstone, LLC, and based on research on the CLASS and on the design of QCC.

Each classroom rated will receive an individual point value based on the tool used and the domain cutoff scores. Average all classroom points and drop the decimal to obtain the final site points on this element.

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Example:

Classroom	Domain Score	Domain Score	Domain Score	Points for Element
Pre-K Alligators	ES 5.42	IS 3.13	CO 5.89	4
Pre-K Bears	ES 5.10	IS 2.95	CO 5.68	3
Toddler Dragonfly	EBS 5.15	ESL 3.32		3
Infant Ladybugs	RC 5.11			4

1. Total the points earned by classroom
 $4 + 3 + 3 + 4 = 14$
2. Divide by number of classrooms observed = 4
3. Obtain average points for observed classrooms
 $14 \div 4 = 3.5$
4. Drop the decimal to determine final point value for the site for this element
Site points for Element 4 (Teacher-Child Interactions) = 3

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Core 3: Program and Environment

Element 5. Ratios and Group Size (Centers Only)

1 POINT

Indicator: Center: Title 22 Regulations

Infant Ratio of 1:4

Toddler Option Ratio of 1:6

Preschool Ratio of 1:12

FCCH: Title 22 Regulations

(excluded from point values in ratio and group size)

2 POINTS

Indicator: Center:

Infant/Toddler Ratio of 4:16

Toddler Ratio of 3:18

Preschool Ratio of 3:36

3 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12

Toddler Ratio of 2:12

Preschool Ratio of 2:24

4 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:12 or 2:8

Toddler Ratio of 2:10

Preschool Ratio of 3:24 or 2:20

5 POINTS

Indicator: Center:

Infant/Toddler Ratio of 3:9 or better

Toddler Ratio of 3:12 or better

Preschool Ratio of 1:8 and group size of no more than 20

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DETAIL (POINTS 1, 2, 3, 4 & 5)

Detail: Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Volunteers may not be used in ratio and group size calculations. Title 22 regulations require that adult: child ratios include only employed adults.

Ages: group size

- Infant - A child aged birth to 18 months.
- Toddler - A child who is 18 to 36 months of age.

Based on Education Code Section 8265.5

- Preschooler - A child who is three years of age to kindergarten entry. The child's third birthday must be on or before September 1.

Based on Management Bulletin 14-02

Ratios

Centers must meet the Community Care Licensing standards at a minimum.

Staff must meet the needs of the children in attendance and provide visual observation and supervision at all times. Centers may need additional staff depending on the age of children and their needs. Additional staff are needed for backup. An aide cannot be left alone with children except during naptime and to escort them to the restroom.

- One teacher can supervise no more than 12 children.
- One teacher and one aide can supervise up to 15 children.
- A fully qualified teacher and an assistant with six early childhood education units can supervise up to 18 children.
- A ratio of one teacher or aide for 24 napping children is permitted, provided the additional staff to meet the "awake" ratios are immediately available at the center.

Based on California Code of Regulations, Title 22 section 101216.3, Ratios and group size are verified through:

- In-person visit for Point Values 3 through 5 (documented in the ERS assessment chosen)
- Self-report in portfolio and certified through portfolio certification process

How to handle out-of-ratio and child endangerment is a local decision. The California Child Abuse Reporting Law must be followed (Penal Code Sections 11165-11174.3).

Ratio and group size scores will be reported as follows:

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As with the CLASS rating, individual point values for each classroom will be determined for the ratio/group size element based on the Rating Matrix. Each classroom's rating is averaged for the site rating. The decimal is dropped and the whole number will be reported as the points for this element.

Example:

Infant Room point value of 4

Toddler Room point value of 3

Preschool Room A point value of 2

Preschool Room B point value of 3

Preschool Room C point value of 2

$$4 + 3 + 2 + 3 + 2 = 14$$

$$14 \div 5 = 2.8$$

Overall points for ratio/group size = 2

Core 3: Program and Environment

Element 6. Environment

1 POINT

Indicator: Not Required

Detail: Child Observation and Assessment is not required at Common Tier 1/BLOCK. Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

2 POINTS

Indicator: Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan

Detail: *Familiarity with ERS* can include having attended overview orientations, webinars, training, college courses in which the tool was presented, and/or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing assessments or observations. The decision about what constitutes familiarity is a local one.

3 POINTS

Indicator: Assessment on the whole tool.

Results used to inform the program's Quality Improvement Plan.

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Detail: Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement. Requirements for three points should be greater than requirements for two points.

4 POINTS

Indicator: Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan and staff professional development plan.

Detail: Type of assessment is a local decision and may include an external assessment, self-assessment designed by local consortium, or other methods determined locally to enable teachers/sites to review environment quality and set goals for improvement.

5 POINTS

Indicator: Current National Accreditation approved by the California Department of Education.

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Detail: National Accreditation may be used to satisfy the Point Value 5 criteria. Currently, National Accreditation at Point Value 5 refers to the National Association for the Education of Young Children (NAEYC).

Other National Accreditation must be approved by the California Department of Education prior to awarding the site five points for this element.

Core 3: Program and Environment

Element 7. Director Qualifications (Centers Only)

1 POINT

Indicator: 12 units of core ECE/CD (early childhood education, child development, family/consumer studies, or related field), plus 3 units in management/ administration.

2 POINTS

Indicator: 24 units of core ECE/CD, plus 16 units of General Education, plus 3 units of management/ administration

OR

Master Teacher Permit

3 POINTS

Indicator: Associate's degree with 24 units of core ECE/CD, plus 6 units of management/ administration plus 2 units of supervision **OR**

Site Supervisor Permit **AND**

21 hours PD annually

4 POINTS

Indicator: Bachelor's degree with 24 units of core ECE/CD, plus 8 units of management/ administration

OR

Program Director Permit **AND**

21 hours PD annually

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5 POINTS

Indicator: Master's degree with 30 units' core ECE/CD including specialized courses, 8 units of management/ administration

OR

Administrative Credential **AND**

21 hours PD annually

DETAILS (POINTS 1, 2, 3, 4 & 5)

Sites licensed and in good standing with Community Care Licensing or legally license exempt and eligible for participation will automatically receive one point for this element.

Center director is responsible for:

- Scheduling staff in accordance with licensing requirements and site needs
- Managing of all aspects of employee relations including performance review and training
- Meeting all licensing regulations, agency policies and procedures and the Education Code as applicable
- Accurate update of records on site including but not limited to enrollment, attendance, meal counts, daily logs, curriculum, child observations, and parent participation
- The Designee for ensuring implementation of requirements of funding, including assessment, screening, curriculum, etc.
- The legal Designee to send and/or receive legal documents (i.e., restraining orders, suspected child abuse reports, unusual incident reports, etc.)

A director who is responsible for two or more sites may serve as the "program director" of all of the site locations provided that a person meeting qualifications at Point Value 1 is employed for each individual site/location. In this instance, both the "program director" and a designated lead teacher will meet the educational qualifications of center director.

Based on the California Code of Regulations, Title 22 sections 101215 and 101215.1

For example, state preschools located on the grounds of elementary school may have a "program director" of all the state preschool locations; however, at least one teaching staff person of a state preschool on each site must meet the educational qualifications of "center director."

Method to verify 21 hours of professional development is a local consortium decision.

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Note for clarification: Due to changes in course offerings of administration/management and supervision in colleges in California, if a course includes content in both administration/management AND supervision in ECE/CD, the two semester units will be met for three points.

For Point Values 2 through 5, qualifications are entered into the workforce registry for all administrators employed at the site. All higher education units are calculated by semester units (quarter units are converted to semester units).

Glossary

Age groups are defined by QCC as:

- Infants – Birth through 17 months, or as defined by the assessment tool
- Toddlers – 18 through 35 months, or as defined by the assessment tool
- Preschool – 36 months through kindergarten entry, or as defined by the assessment tool

Ages and Stages Questionnaire® (ASQ) is a series of 19 parent-completed questionnaires designed to screen the developmental performance of children in the areas of communication, gross motor skills, fine motor skills, problem solving, personal social skills, and overall development across time. The age-appropriate scale is completed by the parent or caregiver. The items on the scale represent behaviors the child should be able to perform at that age.

Ages and Stages Questionnaire®: Social Emotional (ASQ:SE) Modeled after the ASQ, the ASQ: SE is a series of questionnaires about young children’s social and emotional development. Identifying behavior through ASQ:SE-2 paves the way for next steps to helping children reach their fullest potential, such as further assessment or specialized intervention or ongoing monitoring.

California State Preschool Programs serve eligible three- and four-year-old children in part-day and full-day services that are developmentally, culturally, and linguistically appropriate. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

Center director provides direct on-site supervision and administrative support to teaching staff and children, provides ongoing communication with public and private agencies, and support to families in an early care setting with at least one classroom. For additional clarification, see the Detail section under Element 7 in this guide.

Certified CLASS® observer is a person who has attended a CLASS Observation Training and who has passed a CLASS Reliability Test within the past year. A Certified CLASS Observer has demonstrated a solid understanding of the CLASS tool and is qualified to code classrooms using the CLASS observation tool.

Classroom Assessment Scoring System® (CLASS®) is an observation tool designed by the University of Virginia to measure the quality of classroom processes and teacher-child interactions.

CLASS Affiliate Trainer receives certification through Teachstone, LLC. Certification is given to trainers who pass reliability on the CLASS tool and participate in Teachstone’s Train-the-Trainer program. These trainers should be able to produce a certificate

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indicating that they successfully completed the Train-the-Trainer program along with a certificate demonstrating their current reliability on the CLASS tool (must be renewed annually). Certification is specific to each CLASS tool and its associated age group.

CLASS observation, also known as a CLASS assessment, is conducted by a Certified CLASS Observer.

Classroom is defined for the purpose of the QCC as:

- One teaching team using the same physical classroom space and working with the same age group.
- A group of children under a single teaching team. A classroom may be full-day or half-day. The definition of “group=classroom” in half-day morning and afternoon preschool is based on the consistency of the teaching team and consistency of the ages of children served.

Core 8 courses:

1. Child Growth and Development
2. Child, Family, and Community
3. Introduction to Curriculum
4. Principles and Practices of Teaching Young Children
5. Observation and Assessment
6. Health, Safety, and Nutrition
7. Teaching in a Diverse Society
8. Practicum

Desired Results Developmental Profile (DRDP) is a child observational assessment (not inclusive of the Desired Results for Children and Families – Parent Survey (optional)).

Desired Results Access supports special educators, administrators, and families in implementing the California Department of Education’s Desired Results Developmental Profile (DRDP (2015)) for infants, toddlers, and preschoolers who have an IFSP or IEP

DRDP Online creates psychometrically valid reports for teachers and also meets the QCC requirements of state-level data.

Early learning site An early learning site is operated by an administration or entity at one physical location. If two administrations/entities are operating on the same site and are operating separately from one another (e.g., co-located), each is counted as a separate site.

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Evidence-based child assessment/observation tool provides the level of evidence to support the generality of a practice as indicated by research. Evidence may come from empirical evidence, through evaluation reports by an outside source or the developer, or by consensus documents published by a professional organization.

Familiarity with CLASS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the CLASS assessment tool. This can include having attended overview orientations, webinars, training, college courses in which the tool was presented, or other forms of knowing the intent, purpose, and use of the tool, but not to the depth of completing observations.

Familiarity with ERS refers to the participating program's management, center director, family child care operator, and lead teacher, as appropriate, having a basic understanding of the relevant ERS assessment tool.

Group of children are children who are assigned for most of the day to a specific teacher or a team of teaching staff members and who occupy an individual classroom or well-defined space in a center. For FCCH, the number of children who are enrolled in the FCCH.

Head Start/Early Head Start are federally funded programs promoting school readiness of children under the age of five years from low-income families through education, nutrition, health, social, and other services.

In good standing refers to a licensed child care center or family child care home that currently does not have any of the following: (1) a non-compliance conference; (2) an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and (3) a probationary license. (See Health and Safety Code Sections 1596.773 and 1596.886.)

Lead Teacher is the adult with primary responsibility for a group of children. For the purposes of rating an early childhood classroom, lead teacher is the adult who meets the minimum licensing requirements as a teacher and any additional requirements for the point-level of the rating. When there is more than one teacher working in a group, the lead teacher shall be considered the person with the highest degree.

Participating sites are licensed centers, family child care homes, and license-exempt settings. Priority is given to participating programs that are serving children with high needs.

Professional Development refers to 21 hours of professional development or continuing education per year, consistent with the professional growth activities described in the Commission on Teacher Credentialing Child Development Permit Professional Growth Manual (http://www.ctc.ca.gov/credentials/manuals-handbooks/PG_Manual_ChildDev.pdf), pages 8 & 9.

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Points in QCC are based on sites' level of implementation of each quality element.

Program works with families means families are engaged in the screening process. The results are shared with the family in a confidential and supportive manner. Program staff use screening results to refer families to the appropriate agencies for further assessment, such as the local Regional Center, school district, and/or other resources.

Quality Rating and Improvement System (QRIS) is a “method to assess, improve, and communicate the level of quality in early care and education settings”³.

Regional Coordination and Training and Technical Assistance Hubs (Hubs) are developed for consortia participating in First 5 IMPACT and QCC. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. As a regional body, the Hubs are required to:

- Help consortia identify local and regional strengths and assets, and determine local and regional gaps and needs
- Coordinate regional data collection and activities to implement the QCC elements and Systems Functions
- Reduce regional duplication of efforts
- Build local and regional expertise, and incorporate state and federal evidence-based practices models
- Maintain a strong connection to the QCC

Related Field refers to Education, Human Development, or a similar unit-based course that may be counted as a “child development related field” when a “substantial” amount of the coursework is focused on young children ages 0-5. QCC defers to the CTC and the Workforce Registry to determine whether coursework qualifies as a related field.

Reliable CLASS observer is an individual who has demonstrated their ability to observe and rate classrooms based on the CLASS quality indicators.

Teaching team consists of the same group of teachers over time.

Valid and reliable child assessment/observation tool refers to any assessment or tool whereby implementation from one time to the next and from one observer/implementer to the next is likely to yield the same results (reliability), and the instrument or tool measures what it says it measures in the defined audience or group (validity). Often, instrument validity is limited to a specific language, culture, or age group.



Agreement for SDQPI Provider Services

Items to return to SDCOE

- Scanned signed contract
- Copy of Provider's current child care license(s) for any new site(s) listed on Exhibit "A"
- Signed Data Management System Use (Exhibit "D")
- Insurance Liability Certificate naming **San Diego County Superintendent of Schools** as an additional insured with the following:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

- Workers' Compensation certificate of insurance per item 15 of the contract

Please return the items listed above to Sylvia Munoz, Budget Technician, at sylvia.munoz@sdcoe.net

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR TEACHING INTERNSHIPS

BACKGROUND INFORMATION:

The District would like to enter into an agreement with Point Loma Nazarene University School of Education regarding Teaching Internships. The University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach. The District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support. The District will hire University students studying for their multiple subject, single subject and special education teaching credentials for Internships and reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time. The Interns will be compensated by what is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing.

The term of this Agreement will be for three academic years and shall extend from September 1, 2023 through August 31, 2026.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University School of Education to provide Teaching Interns during three academic years from 2023-2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD
(Amount)

General
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Teaching Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCCT guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year. This notice shall identify and include contact information about the Intern's District Provided Coach.
- H. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- I. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- J. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- K. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- L. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.
- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
 1. Bachelors' degree from an accredited school of higher education
 2. Subject matter competency
 3. Passage of California Basic Educational Skills Test ("CBEST")
 4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
 5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern’s growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern’s designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern’s work with students who require specialized or modified instruction in both the English language and their academic courses (“English Learners”).
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern’s performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District’s students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Teaching Intern pursuant to this Agreement on the basis of race,

creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from, **September 1st, 2023, through August 31st, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

_____ Date: _____
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen _____

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173 _____

Title: Chief Business Official _____

_____ Date _____
Authorized Signature

Board approved: _____

SYSD Contact:

Linda Olea
Executive Director of Human Resources
linda.olea@sysdschools.org
(619) 428-4476 x3013

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR STUDENT TEACHING/CLINICAL PRACTICE

BACKGROUND INFORMATION:

The District would like to enter into an agreement with Point Loma Nazarene University School of Education regarding Student Teaching/Clinical Practice. The University's curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher. The District wishes to aid in the educational development of the University's students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice.

The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards. The District will accept University students for Student Teaching/Clinical Practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.

The term of this Agreement will be for three academic years from September 1, 2023 through August 31, 2026.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University School of Education to provide Student Teaching/Clinical Practice candidates during three academic years from 2023-2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University’s curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher (“Student Teaching/Clinical Practice”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a “Student Teaching/Clinical Practice Candidate”) for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate’s normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate’s other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a “Cooperating Teacher”). Cooperating Teachers shall meet the following criteria:
1. The Cooperating Teacher shall be a full-time member of the District’s faculty.
 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the “University Supervisor”) in accordance with all CCTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Student Teaching/Clinical Practice Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their student teaching experience and for the duration of their student teaching experience

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **September 1st, 2023, through August 31st, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
 Title: Provost and Chief Academic Officer
 Address: Point Loma Nazarene University
 3900 Lomaland Dr.
 San Diego, CA 92106

 Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
 Title: Dean, School of Education
 Address: Point Loma Nazarene University
 4007 Camino Del Rio South, Suite 400
 San Diego, CA 92108

SYSD Contact:

Linda Olea
 Executive Director of Human Resources
 4350 Otay Mesa Road
 San Ysidro, CA 92173

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173

Title: Chief Business Official

 Authorized Signature Date _____

Board approved: 07-13-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR SERVICES PROGRAM INTERNSHIPS

BACKGROUND INFORMATION:

The District would like to enter into an agreement with Point Loma Nazarene University School of Education regarding Internships. The University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach. The District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support.

The District will hire University students studying for their Pupil Personnel Services Credential and/or Administrative Services Credential for Internships and reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time. The Interns will be compensated by what is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing.

The term of this Agreement will be for three academic years and shall extend from September 1, 2023 through August 31, 2026.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University School of Education to provide Services Program Interns during three academic years from 2023-2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD
(Amount)

General
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Services Program Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of pupil personnel services, and/or administrative services intern credentials, with a load that is appropriate for a beginning counselor or administrator and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCTC guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year.
- H. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- I. The District will participate in the evaluation of the University’s Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in the Pupil Personnel and/or Preliminary Administrative Services programs to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University (“University Supervisor”). This shall be done at the University’s sole expense.
- B. The University will ensure that Interns meet the following requirements necessary to acquire an intern credential:

For a Preliminary Administrative Services Credential

- 1. Meet the basic skills requirement as described in Education Code section 44252(b), unless exempt by statute.
- 2. Possess one of the following credentials:
 - (a) A clear or life California teaching credential that requires a baccalaureate degree and a program of professional preparation, including student teaching or the equivalent, and holds an English learner authorization; or
 - (b) A clear or life California designated subjects teaching credential in adult education, career technical education, vocational education or special subjects, provided the applicant also possesses a baccalaureate degree, and holds an English learner authorization; or
 - (c) A clear or life California services credential in pupil personnel services, health services for school nurse, teacher librarian services, or speech-language pathology or clinical or rehabilitative services requiring a baccalaureate degree and a program of professional preparation, including field work or the equivalent.

For a Pupil Personnel Services Intern Credential:

1. Bachelors' degree from an accredited school of higher education
2. CBEST
3. Completed required coursework as required by the University

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Internship requirements.
- G. The University will provide advising and transitional assistance to Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall

instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **September 1st, 2023, through August 31st, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[Signature Block on following page (page 6/6)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen _____

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173 _____

Title: Chief Business Official _____

Authorized Signature Date _____

Board approved: 07-13-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR FIELDWORK PLACEMENTS

BACKGROUND INFORMATION:

The District would like to enter into an agreement with Point Loma Nazarene University School of Education regarding Fieldwork Placement. The University’s curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher.

The District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice. The District will assign the fieldwork candidates to duties, such as classroom observation, teaching, tutoring of students, grading and recording of student assignments, etc.

The initial term of this Agreement will be for three academic years and shall extend from September 1st, 2023 through August 31st, 2026.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University School of Education to provide Fieldwork Placement during academic years 2023-2026.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher (“collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate’s other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District’s faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.

3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.
 4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The University’s Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CCTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Fieldwork Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the

University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CCTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable

attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed (“Claims”), that in any way arise out of or relate to (a) the indemnifying party’s acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party’s non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party’s indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **September 1st, 2023, through August 31st, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days’ written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other’s name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No

modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature _____ Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173

Title: Chief Business Official

Authorized Signature _____ Date _____

Board approved: 07-13-23

SYSD Contact:

Linda Olea
Executive Director of Human Resources
linda.olea@sysdschools.org
(619) 428-4476 x3013

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2022-2023

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to follow all fiscal reporting and auditing standards required of the ASES program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65.

For the fiscal year 2022-2023, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools.

ASES Grant award amount: \$1,055,308.99 minus 2% of grant for SDCOE’s coordination, training, technical assistance, and administrative support - \$21,106.18 = \$1,034,202.81.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of \$1,055,308.99 for all school sites during school year 2022-2023.

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. Action 3.10

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Grant Award:
\$1,055,308.99
(Amount)

ASES Grant Award
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) program is entered into and effective as of the 1st day of July 2022 by and between the **San Diego County Superintendent of Schools** (hereinafter referred to as “SDCOE”) and **San Ysidro Elementary School District** (hereinafter referred to as “District”) who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the [California Education Code \(EC\) Sections 8482-8484.65](#) and Assurance 5 of [ASES Grant Award Assurances](#). Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

A. *DISTRICT ASSURANCES*

In accordance with the provisions of the [California Education Code \(EC\) Sections 8482-8484.65](#), the purpose of the ASES program is to create incentives for establishing locally driven before and after school enrichment programs both during school days and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive alternatives for youth. It is the intent of the Legislature that all youth participating in elementary, middle or junior high school ASES programs participate in the full day of the program every day. [EC 8483(a)(2)]

In accordance with [California Education Code \(EC\) Sections 8482-8484.65](#), the District agrees to implement the following:

ASES Priority Enrollment

1. Priority for enrollment of students in a before or after school program, in accordance with Assurance 22 of [ASES Grant Award Assurances](#), must be prioritized in the following order:
 - A. Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a) and *EC* Sections 8483(c)(1)(A); 8483.1(d)(1)(A). Homelessness is defined as one or more of the following situations:
 - a. Emergency or transitional shelter
 - b. Hotel or Motel
 - c. Unsheltered (i.e., cars, parks, garage, campgrounds)
 - d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)

- e. Unaccompanied youth not living with parent or guardian
 - f. Substandard housing (i.e., no water or electricity; health or safety risks)
 - B. Foster Youth, as designated through a juvenile dependency court petition [EC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [EC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
 - D. Middle and junior high school students participating in the full day of the program every day [EC Section 8483(c)(B)]
2. A program shall inform the parent or caregiver of a pupil of the rights of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [EC Sections 8483(d); 8483.1(e)]

ASES Program Operation and Attendance Requirements:

After School

1. The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [EC Section 8483(a)(1)(A)(i); Assurances 16, 17, 18 of [ASES Grant Award Assurances](#)]
2. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [EC Section 8483(a)(1)(B); Assurance 19 of [ASES Grant Award Assurances](#)]
3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [EC Section 8483(a)(2); Assurance 20 of [ASES Grant Award Assurances](#)]
4. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [EC Section 8483(a)(3); Assurance 21 of [ASES Grant Award Assurances](#)]

Before School Program

1. The Before School program will operate at least one and one half hours (1 1/2) per regular schoolday. [EC Section 8483.1(a)(1)]
2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [EC Section 8483.1(a)(1)]

3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [EC Section 8483.1(a)(2)(A)]
4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [EC Section 8483.1(a)(2)(B)]
5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [EC Section 8483.1(a)(3)]

Before and After School Supplemental Program

1. During summer, intersession, or vacation periods, supplemental programs must operate a minimum of four and one-half (4 ½) hours per day. [EC Section 8483.2]

Attendance Requirement

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California *Education Code* 8483.7(a)(1)(A) which states that “each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in *EC* Section 8482.3 once every three years.”

CDE is authorized, under *EC* Section 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

1. Any ASES program that falls below target attendance levels by more than 15 percent in each of two consecutive years may be adjusted. [EC Section 8483.7(a)(1)(C)(ii)]
2. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [EC Section 8483.7(a)(1)(D)(ii)]

As per California *EC* Section 8483.7(a)(1)(B), the California Department of Education (CDE) provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

General Program Requirements:

The intent of the Legislature as enacted is to provide programming that focuses on “developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences”. [EC Section 8482.1(a)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2022-2023:

1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the SDCOE, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term “qualified” describes the District Contact’s ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California *EC* Sections 8482-8484.65 and Assurance 4 of [ASES Grant Award Assurances](#). In this regard, the role of the District Contact includes:
 - a. General program oversight
 - b. Programmatic development
 - c. Compliance responsibility
 - d. Reporting responsibility
2. The District shall provide a detailed Program Plan for their overall vision of the ASES Program. The ASES Program Plan shall be a fluid document capturing the changes in programming throughout FY 2022-23 and updated as necessary to provide an accurate reflection of programming. Initial District Program Plan information must be uploaded to Cityspan no later than October 31, 2022.
3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, computer training, or science. [*EC* Section 8482.3(c)(1)(A); Assurance 1 of [ASES Grant Award Assurances](#)]
5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students’ needs and interests. [*EC* Section 8482.3(c)(1)(B); Assurance 2 of [ASES Grant Award Assurances](#)]
6. The District shall ensure that their ASES programs are “planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and County parks and recreation departments, local law enforcement, community organizations, and the private sector,” and that has demonstrated support of the school site principal and staff [*EC* Section 8482.5(b); Assurances 11 and 26 of [ASES Grant Award Assurances](#)]

Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the ASES program as follows:

1. The District’s ASES program must follow the SDCOE attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.

2. In FY 22/23, Districts receiving ASES funds must implement the *Cityspan Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
3. District shall fully utilize the “*Automated Card Scanning*” capability for the system. The *Cityspan Web-Based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California *EC* Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
4. The District shall use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B).
5. District ensures that there is a process for monitoring site-level attendance procedures.
6. District will identify and ensure participation by key staff members in professional development provided by the SDCOE for implementation of attendance collection processes and procedures.
7. District will ensure that all staff members participating in attendance collection procedures receive training and utilize a unique username/password provided by the SDCOE.

Staffing Requirements

All ASES program sites are required to comply with the staffing requirements outlined in *EC* Section 8483.4 and Assurances 32, 33, and 34 of [ASES Grant Award Assurances](#). These include:

1. District must “establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.”
2. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1. [Assurance 31 of [ASES Grant Award Assurances](#)]
3. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. Selection of program site supervisors shall be subject to the approval of the school principal.
5. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis and COVID-19 screenings, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
6. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District’s premises.

7. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under *EC* Section 45274 and must provide evidence of minimum qualifications including, but not limited to, examination records and scores, and transcripts.
8. Staff must receive staff training and development. The program may provide three days of staff development during regular program hours using funds from the total grant award. [*EC* Sections 8483.3(c)(4) and 8483.7(a)(4); Assurances 24 and 36 of [ASES Grant Award Assurances](#)]

State-Mandated Data and Evaluation Requirements

All Districts must participate in the state Annual Outcomes Evaluation process and the SDCOE's CQGrowth process in accordance with *EC* Section 8484 and Assurances 6, 29, and 30 of [ASES Grant Award Assurances](#). Specifically,

1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
3. District must annually provide participating pupils' regular school day and program attendance and test results as required by CDE in a timely manner. [Assurance 7 of [ASES Grant Award Assurances](#)]
4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, Annual Performance Reports.
5. District must participate in the SDCOE process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2022-23, the Continuous Quality Improvement theme is communication and collaboration. [Assurance 42 of [ASES Grant Award Assurances](#)]
6. For FY 2022-23, the District will participate in the ASES CQI process to include:

Quarter 1-2

- Attend the Grant/Fiscal Orientation meeting, including a one-hour meeting on the Quality Standards for Expanded Learning hosted by the System of Support for Expanded Learning
- Complete the District Program Plan in Cityspan which follows the suggested CDE Program Plan template provided by the SDCOE
- Complete the CQGrowth Survey provided by the SDCOE to describe current level of familiarity with the CQI process

Quarter 3-4

- Based on results of the CQGrowth Survey, District will be asked to complete additional information related to program quality. This may include:

- o District communication map
- o District mission, vision, purpose
- o Distribution of Stakeholder Surveys (student, parent, administrator, teacher)
- o 22-23 District goals for program sites
- Hold a QAP Data Review Meeting prior to May 31, 2023 with program sites. The SDCOE will provide Districts with the QAP Data Review process which includes:
 - o Program site review of available data
 - o District communication of vision, mission, and purpose
 - o Outline of tasks that may include:
 - Development of site-level mission, vision, and purpose statement aligned to District’s mission, vision, and purpose
 - Development of site-level communication map
 - Upload documentation of QAP Data Review Meeting in Cityspan

Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with *EC* Sections 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$10.18 per student per day for PM (ASES) reimbursement and a rate of \$6.78 per student per day for AM (Before School) reimbursement.
2. District will allow participation of any student of a participating school regardless of their ability to pay, subject to program capacity. [*EC* Section 8482.6; Assurance 12 of [ASES Grant Award Assurances](#)]
3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE in accordance with *EC* Section 8483.8.
4. District will ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
5. Failure to comply with *EC* Sections 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(ii) may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

Federal Program Monitoring and Annual Program Audit Guidelines.

1. District assumes all fiscal accountability and oversight for program sites and district expenses and will follow all fiscal and auditing standards required by *EC* Sections 8482.3(f)(5); 8484.8(b)(3)(4); Assurance 28 of [ASES Grant Award Assurances](#).
2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant

Requirements per *EC* Sections 8482-8484.65 and the 2022-23 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting

3. District will participate in Federal Program Monitoring (FPM) training as conducted by the SDCOE.

Budget Restrictions

1. No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [*EC* Sections 8483.9(b) and 8483.9(a)(2); Assurances 39 and 40 of [ASES Grant Award Assurances](#)]
2. Each grantee must expend at least 85% of grant funding directly for pupils. Cost of a program site supervisor may be included as direct services, provided that at least 85% of the site supervisor's time is spent at the program site. [*EC* Section 8483.9(c); Assurance 41 of [ASES Grant Award Assurances](#)]
3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2022. No more than 25% of the required local contribution can be facilities or space usage. State categorical funds cannot be used to meet this match requirement [*EC* Sections 8483.7(a)(6) and 8433.75(a)(4); Assurances 37 and 38 of [ASES Grant Award Assurances](#)]
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. State categorical funds for remedial education activities cannot be used for local match. [*EC* Sections 8483.7(7)(B)(b) and 8483.75(5)(B)(b); Assurance 35 of [ASES Grant Award Assurances](#)]
5. The District maintains an inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2022. [*EC* Section 35168]
6. The record describes the acquisition by:
 - a. Type
 - b. Model
 - c. Serial number
 - d. Funding source
 - e. Acquisition date
 - f. Cost
 - g. Location
 - h. Current condition
 - i. Transfer, replacement, or disposition of obsolete or unusable equipment [*EC* Section 35168; 5 CCR 3946; 34 CFR 80.32(d) (I)]

7. District must follow all fiscal and auditing standards required. [EC Sections 8482.3(f)(5); 8484.8(b)(3); 8484.8(b)(4)] District can be required to provide copies of the following documents to SDCOE:
 - Before and after school ASES Program (EXLP) contracts – for ASES subcontracts to provider agencies that operate Before and/or after school ASES Programs.
 - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
 - EXLP line item budgets.
 - EXLP time accounting, including time accounting methods.
8. The District will be required to submit the 2022-23 85/15 report via the *Cityspan Web-Based Attendance and Fiscal Management System* no later than October 31, 2023. NOTE: For Program Sites utilizing subcontracted providers, District is responsible and has direct oversight of subcontractor expenses to ensure compliance with 85/15 requirements. SDCOE shall provide a subcontracted services 85/15 template to be completed by subcontracted providers and incorporated by the District into site-level and District 85/15 reports.
9. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

Additional ASES Program Operation Requirements

1. ASES programs funded through the Consortium application, where the SDCOE serves as the Grantee of Record, may not charge program fees to participants. Program fees include subcontracted provider membership fees or District participation fees. [Assurance 13 of [ASES Grant Award Assurances](#).]
2. Provide an afterschool snack/meal or before school meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [EC Sections 8483.1(c); 8483.3(c)(8); 8483.95; Assurance 3 of [ASES Grant Award Assurances](#).]
3. Provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement. [Assurance 23 of [ASES Grant Award Assurances](#).]

4. Provide opportunities for physical activity. [*EC* Section 8483.3(c)(7); Assurance 27 of [ASES Grant Award Assurances](#)]
5. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [*EC* Section 8484.6; Assurances 14 and 15 of [ASES Grant Award Assurances](#)]
6. Programs may be conducted on the grounds of a community park, recreational facility, or other site approved by the California Department of Education upon approval [*EC* Section 8484.6(a); Assurance 43 of [ASES Grant Award Assurances](#)]
7. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [*EC* Section 48985(a); Assurance 45 of [ASES Grant Award Assurances](#)]
8. Communicate and collaborate with the regular school day program and other expanded learning opportunities. [Assurance 25 of [ASES Grant Award Assurances](#)]
9. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
10. Notify the SDCOE in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
11. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
12. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

As the official Grantee of Record, the SDCOE will provide the following:

1. In coordination with District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and Afterschool ASES Programs.
2. In coordination with District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
3. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ASES programs.
4. Maintain files of MOAs and invoices submitted by implementing districts.
5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
6. Verify all ASES funding levels and allocations based on official records provided by CDE.
7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.

9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 8 of [ASES Grant Award Assurances](#)]
10. Provide funding notification and payment distribution to Districts in a timely manner.
11. Ensure that SDCOE program goals, as described in the Program Plan submitted as part of the ASES grant application, are met efficiently and effectively through annual review of program goals through CQGrowth processes at the SDCOE, District, and site-level. Documentation of review shall be monitored by the California Department of Education as part of its onsite monitoring process [Assurance 9 and 10 of [ASES Grant Award Assurances](#)]
12. Ensure that information on fiscal requirements is shared with all partners expediently.
13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
15. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.
16. Ensure that all staff positions, project materials, or services funded with the 2% consortium fee directly provide and serve the SDCOE's ASES funded before and after school programs.
17. Provide training and technical assistance to District in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative. [Assurance 24 of [ASES Grant Award Assurances](#)]
18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
19. Ensure consortium-wide program evaluation and the preparation of California Department of Education required evaluation reports.
20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five (5) years after the completion of the activities for which the funds are used.

3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of *EC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. The grantee shall use these funds in accordance with the approved application.
6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the SDCOE shall reduce any subsequent allocations by the amount equal to the overpayment [*EC* Section 8483.8]
7. If an ASES program site stops program operations, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY JANUARY 15, 2024 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY FEBRUARY 15, 2024 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).**
10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

<p>CDE GRANT NO. 37-24239-10371-EZ FY 22/23: PCA: 24239 VENDOR NO. 10371: SUFFIX NO. EZ</p>
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2. TERM OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2022, and ending December 31, 2023, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled

“Termination.” Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

3. TERMINATION

FOR CONVENIENCE

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time, for the SDCOE’s convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the SDCOE, District shall submit a final expenditure report within 60 days of termination and upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to District in accordance with this section shall constitute the District’s exclusive remedy for any termination hereunder. The rights and remedies of the SDCOE provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

FOR DEFAULT

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the

SDCOE may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the SDCOE for any reasonable costs or damages occasioned to the SDCOE thereby.

4. COMPENSATION AND REIMBURSEMENT

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (SDCOE) according to the following schedule authorized in *EC* Section 8482.4:

“The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met.”

The SDCOE will retain 2% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on the reimbursement schedule cited above in *EC* Section 8482.4. The District’s annual ASES allocation(s) **shall not exceed \$1,055,308.99**.

District will ONLY report expenditures up to **\$1,034,202.81** (98% less 2% SDCOE Administrative fee of **\$21,106.18**) and will receive up to a total of **\$1,034,202.81** if the district expends all their grant allocation and is in compliance with all grant requirements.

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District’s inability to expend the total grant award by the December 31, 2023 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

SDCOE may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own

organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. PUBLIC RECORDS ACT

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the SDCOE may submit to the District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the SDCOE shall be the property of the SDCOE and shall be delivered to the SDCOE by the District upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District’s name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the SDCOE shall have the exclusive right to withhold funding.

9. DATA PRIVACY AND PROTECTION

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. NO ASSIGNMENTS

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall

be void.

11. AUDIT

District agrees to maintain and preserve until five (5) years after termination of the Agreement with the SDCOE, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. INDEPENDENT DISTRICT

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the SDCOE. Except as the SDCOE may specify in writing, District shall have no authority, express or implied, to act on behalf of the SDCOE in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the SDCOE to any obligation whatsoever.

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	<u>\$1,000,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Products/Completed	
Operations	
 Auto Liability	<u>\$1,000,000/\$300,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Owned, Non-owned Hired Combined	

District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

15. TUBERCULOSIS CLEARANCE

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

16. PUPIL SAFETY / SCHOOL SAFETY ACT

The SDCOE Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per *Education Code* Section 45125.1.

17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

19. NOTICES

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Brittany Mabe, Director
Expanded Learning & Community Engagement
6401 Linda Vista Road
San Diego, CA 92111

With copy to: Deputy Superintendent/Chief Business Officer
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT: San Ysidro Elementary School District
ATTN: Russell Little, Assistant Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173

20. AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

21. GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each

party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit A to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

26. COUNTERPARTS

This agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

By signing this Memorandum of Agreement below, I certify that I have the authority to sign on behalf of the **San Ysidro Elementary School District**. I also certify that I have read this Memorandum of Agreement in its entirety, including all [California Education Code](#) citations and [ASES Grant Award Assurances](#), as provided.

Initial: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

**SAN YSIDRO ELEMENTARY
SCHOOL DISTRICT**

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Marilyn Adrianzen
Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Chief Business Official
Title

Date

Date

Board approved/ratified: 07-13-23

EXHIBIT A

COVID-19 Vaccination & Testing Requirements

The San Diego SDCOE Office of Education (“SDCOE”) 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 SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, SDCOE and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE 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 SDCOE 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 A shall prevail.



San Diego County Office of Education

2022-2023

Grant Number	District Name	CDSCode	School Name	School Type	Component	Amount Awarded
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	\$20,273.86
37-24239-10371-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	\$2,207.25
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	\$154,151.79
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	\$14,074.23
37-24239-10371-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	\$1,600.50
37-24239-10371-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	After School Base	\$51,280.27
37-24239-10371-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Before School Base	\$5,632.54
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	\$23,868.53
37-24239-10371-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	\$1,089.97
37-24239-10371-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	\$29,797.39
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	After School Base	\$89,454.36
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	Before School Base	\$14,074.23
37-24239-10371-EZ	San Ysidro Elementary	37683790137737	Vista Del Mar	M	Before School Supplemental	\$249.78
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$152,612.13
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	\$36,138.55
37-24239-10371-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	\$967.22
TOTAL GRANT AMOUNT						\$1,055,308.99
GRANT AMOUNT, LESS 2%						\$1,034,202.81

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 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 INTERIM WRITTEN APPROVAL WITH STEIN EDUCATION CENTER FOR THE SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:

California's NonPublic Schools (NPS) are specialized schools that provide services to public school students with disabilities. [EC Section 56034](#) defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

In order to be in compliance with State and Federal Regulations, the administration requests the approval of NPS Interim Written Approval (IWA) with Stein Education Center for the 2023-2024 school year. While the NPS approved rates have not been released yet, the District and Stein Education Center will be entering into an Interim Written Approval indicating the 2022-2023 approved rates. Once the new NPS approved rates are available, the District will reimburse the nonpublic school with the difference based on the newly NPS approved rates.

Cost Implications:

1. Student A: \$92,682.70
2. Student B: \$92,683.26

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contract Interim Written Approval with Stein Education Center for school year 2023-2024 to provide intensive individual services. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$185,365.96

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)**

2023-2024

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR Stein Education Center
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of S.C.,
(Student Name)
at the rates set forth in Appendix A: Schools of the Master Contract for the 2022 - 2023 Contract Year.
Anticipated Student Start Date: July 1, 2023.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Chayo Chavez, M.S., Director of Education Program
Name/Title

Agreed to by the CONTRACTOR:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

2022-2023
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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 immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the 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, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA 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 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.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. 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, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) 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 2.1 (Notices) of the Nonpublic Master Contract Main Document. 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.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: \$291.98

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - Licensed SLP-A</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Aide</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<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>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

Vocational Assessment, Counseling/Guidance Assessment (830)	_____	_____
Career Awareness (840)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Agency Linkages (referral and placement) (865)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other Services (900) - Music Therapy	_____	_____
Other Services (900) - Vision Therapy	_____	_____
Other Service (900)	_____	_____
Transportation – Emergency	_____	_____
Bus Passes	23.00	per month

NOTES: van driver= \$24.55/trip, each additional aide = \$24.55/trip + mileage. bus aide rate = \$25.65.

-

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2022-2023

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School



Authorized Representative Signature

DATE: 10/3/2022

Chayo Chavez, M.S., Sr. Director of Education Program
(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: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: M F Grade: 5th ...
 (Last) _____ (First) _____ (M.I.) _____
 Address _____ City _____ State/Zip CA 92154

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (619) _____ (_____) _____
 (Residence) (Business)
 Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
43 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 291.98
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 223 x Daily Rate 291.98 = PROJECTED BASIC EDUCATION COSTS (A) 65,111.54

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

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2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)	x			per IEP			
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Behavior Intervention Services - Supervision (535)							
Specialized Services for Low Incidence Disabilities (610)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy	x			per IEP			

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Services (900) Vision Therapy							
Other Service (900)							
Transportation-Emergency		x		PER MASTER CONTRACT RATES		AS NEEDED	
Bus Passes		x			23.00/mo		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 10-20-22

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) _____
(Date)

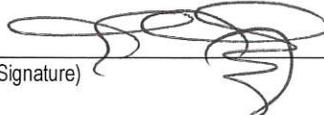
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Stein Education Center
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)


(Signature) 10/3/2022
(Date)

(Signature) _____
(Date)

Chayo Chavez, M.S., Sr. Director of Education Program
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

**San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)**

2023-2024

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR Stein Education Center
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of R.S.,
(Student Name)
at the rates set forth in Appendix A: Schools of the Master Contract for the 2022 - 2023 Contract Year.
Anticipated Student Start Date: July 1, 2023.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Chayo Chavez, M.S., Director of Education Program
Name/Title

Agreed to by the CONTRACTOR:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

2022-2023 Nonpublic Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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 immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the 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, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA 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 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.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. 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, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

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.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) 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 2.1 (Notices) of the Nonpublic Master Contract Main Document. 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.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: 291.98

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>23.55</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>

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<u>Assistive Technology Services - Classified (445)</u>	<u>_____</u>	<u>_____</u>
<u>Occupational Therapy (450)</u>	<u>_____</u>	<u>_____</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>_____</u>	<u>_____</u>
<u>Physical Therapy (460)</u>	<u>_____</u>	<u>_____</u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u>_____</u>	<u>_____</u>
<u>Individual Counseling (510)</u>	<u>_____</u>	<u>_____</u>
<u>Counseling and Guidance (515)</u>	<u>_____</u>	<u>_____</u>
<u>Parent Counseling (520)</u>	<u>_____</u>	<u>_____</u>
<u>Social Work Services (525)</u>	<u>_____</u>	<u>_____</u>
<u>Psychological Services (530)</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u>_____</u>	<u>_____</u>
<u>Behavior Intervention Services (535) – Supervision</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>_____</u>	<u>_____</u>
<u>Interpreter Services (715)</u>	<u>_____</u>	<u>_____</u>
<u>Interpreter Services Shift Differential (715)</u>	<u>_____</u>	<u>_____</u>
<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Vision Services (725)</u>	<u>_____</u>	<u>_____</u>
<u>Orientation and Mobility (730)</u>	<u>_____</u>	<u>_____</u>
<u>Braille Transcription (735)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Orthopedic Services (740)</u>	<u>_____</u>	<u>_____</u>
<u>Reader Services (745)</u>	<u>_____</u>	<u>_____</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>_____</u>	<u>_____</u>
<u>College Awareness Preparation (820)</u>	<u>_____</u>	<u>_____</u>

San Diego County Nonpublic Master Contract
Appendix A: Schools
2022-2023

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School



Authorized Representative Signature

DATE: 10/3/2022

Chayo Chavez, M.S., Sr. Director of Education Program
(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: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: M F Grade: 8th
 _____ (Last) _____ (First) _____ (M.I.)

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
 _____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
43 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 291.98
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 223 x **Daily Rate** 291.98 = **PROJECTED BASIC EDUCATION COSTS (A)** 65,111.54

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		per IEP	23/hr 126/day	223	22,209.508
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		x	per IEP		INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI (AIDE)							
Behavior Intervention Services (535) – BI (RBT)							
Behavior Intervention Services - Supervision (535)							
Specialized Services for Low Incidence Disabilities (610)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy	x		per IEP				

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Services (900) Vision Therapy							
Other Service (900)							
Transportation-Emergency		x		Per Master Contract approved rates		as needed	
Bus Passes		x			23.00/mo		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ 22,209,508

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) _____
(Date)

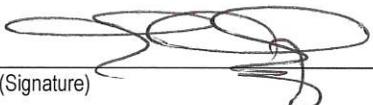
The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Stein Education Center
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)


(Signature) 10/3/2022
(Date)

(Signature) _____
(Date)

Chayo Chavez, M.S., Sr. Director of Education Program
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SPEECH TREE THERAPY CENTER

BACKGROUND INFORMATION:

Since the San Ysidro School District has a shortage of speech therapist, the district offers families with an outside agency that can provide speech services to their students with special needs per their IEP. Speech Tree Therapy Center has been selected by several parents to conduct speech therapy services.

Cost implications:

- Speech therapy: \$90.00/30 minutes, \$150.00/60 minutes

RECOMMENDATION:

Approve/Ratify the agreement with Speech Tree Therapy Center to provide speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year at a cost of \$90.00/30 minutes and \$150.00/60 minutes from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$90.00/\$150.00

(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 13th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Speech Tree Therapy Center

Company/Consultant

619-546-0039

Telephone Number

2060 Otay Lakes Rd-270, Chula Vista, CA 91914

Address

www.speechtreetherapycenter.com

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023

To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

(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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Speech Tree Therapy Center
Name:	Erica Lawson
Title:	President
Address:	2060 Otay Lakes Rd-270
City/State/Zip Code:	Chula Vista, CA 91914
Telephone:	619-546-0039
Email:	erica@speechnretherapycenter.com

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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@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

DISTRICT

Speech Tree Therapy Center

Firm Name

Signature of Authorized Agent

Erica Lawson, President

Print Name, Title

Date:

Phone Number: 619-546-0039

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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: Speech Tree Therapy Center

Name/title of authorized representative (Print) Erica Lawson, President

Signature _____ Date _____

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK

To provide individual speech therapy to students with special needs, per attached rates.



FEE SCHEDULE

SERVICE	FEE
Individual Speech/Language Therapy Session – 30 minutes	\$90
Individual Speech/Language Therapy Session – 60 minutes	\$150
Individual Occupational Therapy Session – 60 minutes	\$150
Speech and Language Screening (Age 2-5 only)	\$40
Comprehensive Evaluation Services Speech and Occupational Therapy	\$450 for up to 3 hours of evaluation Additional hours billed at \$150 per hour
Review of previous reports/IEPs, etc.	\$165/hour billed in 15 minute increments
Collaborative Services via phone, telehealth, or in person (IEP meetings, school visits, consultation with other professionals, etc.) Travel time will be billed as time in addition to in person collaborative services.	\$165/hour billed in 15 minute increments
Correspondence (e.g. phone calls, emails) to and from family, attorneys, school personnel, and other providers.	\$165/hour billed in 15 min increments
Parent/Family Initial Consultation, 30 minutes	\$90/30 minutes
Parent/Family Education and/or Training/Parent Conference	\$165/hour billed in 15 min increments
Preschool or Parent Group Presentations	TBD
Social Minds Groups (1 x/week, 1 hour sessions for 6 weeks)	\$250
Group Therapy Services 30 min (Articulation and Language)	\$75/client (group of 2 minimum)
Cancellation Fee (No Show or canceled sessions with less than 24 hours notice)	\$70
Roots (8 week session, must pay prior and no refunds or make ups provided)	\$395

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:

As the result of a Settlement Agreement and General Release, Professional Tutors of America, Inc., will be providing one-on-one academic home tutoring for students with special needs for a total of 100 hours.

Cost Implication estimated at: \$90.00 per hour x 100 hours = \$9,000.00

RECOMMENDATION:

Approve/Ratify the agreement with Professional Tutors of America, Inc. for the 2023-24 academic year to provide one-on-one academic home tutoring for students with special needs in an amount not to exceed \$9,000.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$9,000.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

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4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc.
Company/Consultant

714-784-3454
Telephone Number

3350 E. Birch St, Suite 201, Brea, CA 92821
Address

rqordon@professionaltutors.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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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 **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

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breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Professional Tutors of America, Inc.
Name:	Robert Gordon
Title:	CEO
Address:	3350 E. Birch St., Ste. 201
City/State/Zip Code:	Brea, CA 92821
Telephone:	714-784-3454
Email:	rgordon@professionaltutors.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Professional Tutors of America, Inc.

Firm Name

Signature of Authorized Agent

Robert Gordon, CEO

Print Name, Title

Date:

Phone Number: 714-784-3454

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 1

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: Professional Tutors of America, Inc.

Name/title of authorized representative (Print) Robert Gordon, CEO

Signature _____ Date _____

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK

Professional Tutors of America, Inc. will be providing one on one academic home tutoring to students with special needs, at \$90.00 per hour for a maximum of 100 hours.

Cost: \$90.00 x up to 100 hours = not to exceed **\$9,000.00**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH TANYA KELLER

BACKGROUND INFORMATION:

Augmentative and Alternative Communication (AAC) offers individuals a communication system that can add to or replace speech. AAC is a set of tools and strategies that are used to solve everyday communication challenges for students with speech problems. Students with severe speech difficulties rely on AAC to learn language, and supplement existing speech that is not functional. Some students may have difficulties learning speech because of Autism, Down Syndrome or other developmental disabilities. Some individuals may lose the ability to speak due to an injury or disease. AAC can help these students with speech difficulties to learn language along the way. AAC is a voice for people who can't speak.

The purpose of training in the school setting is so that the team can gather and share information on a student and their AAC system. Ms. Tanya Keller will be providing training to school staff and family members to increase knowledge of a language organization system, device modification or programming and most importantly, implementation recommendations.

Cost Implication: \$150.00 per hour (includes: training staff/parents and services to students)

RECOMMENDATION:

Approve the agreement with Tanya Keller to provide training on a language organization system for school year 2023-2024 at a rate up to \$150.00 per hour from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$150.00/hour
(Amount)

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

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Tanya Keller M.S. CCC-SLP Ed.S/SD AAC
Company/Consultant

(617) 780-5193
Telephone Number

4735 Bancroft St Apt 6, San Diego, CA 92116
Address

everyonecancommunicate.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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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 **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

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breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

SAN YSIDRO SCHOOL DISTRICT

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Tanya Keller M.S. CCC-SLP Ed.S/SD AAC
Title:	SLP/AAC Consultant
Address:	3952 32 nd St., Apt. 2
City/State/Zip Code:	San Diego, CA 92104
Telephone:	(617) 780-5193
Email:	tanya.keller@sdaacslp.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Tanya Keller M.S. CCC-SLP Ed.S/SD AAC

Firm Name

Tanya Keller, AAC Consultant

Print Name, Title

Date:

Phone Number: (617) 780-5193

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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) Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

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EXHIBIT A

SCOPE OF WORK

Tanya Keller, M.S. CCC-SLP Ed.S/SD AAC will be providing the San Ysidro School District staff and students with the following services at a rate of **\$150.00 per hour**:

1. Training to staff about the use of AAC device;
2. Student evaluation for AAC device; and
3. Participating in IEP meetings.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) FOR
2023-24 HEAD START PROGRAM

BACKGROUND INFORMATION:

The Preschool & Child Development Program has been offering Head Start services for children three and four years of age for the past years through funding administered by the Episcopal Community Services (ECS). ECS Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The District will continue to receive funds for the 2023-24 to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and up to two (1) preschool class at Sunset Preschool.

RECOMMENDATION:

Approve the agreement with Episcopal Community Services for the 2023-24 Head Start Program.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

FUNDING SOURCE
\$324,696.60

(Amount)

Preschool & Child Development
ECS Head Start Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

This Agreement is made on July 1, 2023, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT (“Provider”) with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the “Parties” or time to time individually as a “Party.”

RECITALS - WITNESSETH

Whereas:

- A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 1 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective July 1, 2023 through June 30, 2024. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.
- B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.
- C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.
- D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.
- E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.
- F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. TERM OF AGREEMENT

2.1 Initial Term. This Agreement will become effective on July 1, 2023, and will continue in effect through June 30, 2024, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. SERVICES TO BE PERFORMED BY PROVIDER

3.1 Specific Services. Provider agrees to perform the services specified in the “Description of Services” attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT “A” (the “Sites”).

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, “Description of Services”

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers’ compensation, training, permits, and licenses for Provider and for its



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the “Schedule of Payments” attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS’s Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS’s designated live scan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training-District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

training within 90 days and **there after every year.**

- 5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days and there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

- 5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.
- 5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars (\$2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

- 5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.
- 5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- 5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - \$10,000.00.
- 5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontractor No. HSY1

law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

- 5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

- 6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.
- 6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.
- 6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.
- 6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to 1302.90, 1302.91, 1302.92, 1302.93, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner



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in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.



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B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.



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- 8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:
- 8.4.1 Bankruptcy or insolvency of either party.
 - 8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.
 - 8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.
 - 8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.
 - 8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.
 - 8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.
 - 8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.
- 8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



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The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

- 8.5.1 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).
- 8.5.2 Provider's breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.3 ECS' breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.4 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

9. REPORTING REQUIREMENTS

- 9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.



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- 9.2 Retention of Records. At the completion of the term as specified in Section 9.2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.
- 9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.
- 9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

10. DISCRIMINATION

- 10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply



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with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

11. GENERAL PROVISIONS

- 11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.
- 11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or



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application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

- 11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.
- 11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.



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IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____

Signature

Dated: _____

Stacie Perez

Print

V.P. of Programs

Title

PROVIDER - [San Ysidro School District]

By: _____

Signature

Dated: _____

Print

Title



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EXHIBIT A DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.
2. Provide educational services for Head Start eligible children. Services to families shall be for no less the 145 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to 60 children and their families.
3. Provide Daily Child Development Services as follows:

San Ysidro Child Development Center:

- a) Provider will operate two (2) part day classes of 20 children.
-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

-Hours of service (operation) at SYCDC Head Start part day will be 8:30 am to 12:00 pm and 8:45AM to 12:15PM.

-The SYCDC State preschool program will be 12:00PM to 3:00PM. The SYCDC Preschool Teachers will be preapproved to sign-out the children from the Head Start program and sign in to the SYCDC State program after the ECS Head Start program has ended.

Sunset Preschool:

- a) Provider will operate two (1) part day class of 20 children.
-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in



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1302.21 Head Start Performance Standards.

-Hours of service (operation) at Sunset will be 8:00 AM to 11:30 AM

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement “Head Start classroom is funded by Neighborhood House Association”), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.
6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider’s location.
7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.
8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.
9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.
10. Provide Daily Attendance Sign-In Sheet forms for children participating in the program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

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11. Prohibits expulsion and suspension of Head Start children.
 12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:
 - a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into DRDP-on line, according to the ECS Head Start Education timeline.
 - b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.
 - c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.
 - d) Implementing daily tooth brushing in the classroom schedule, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.
 - e) Implement Kinder Transition activities throughout the year with the children and parents.
 13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section.
 - a) Individualization will focus on developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.
 14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.
 - a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.



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- b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.
15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.
16. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.
17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.
18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".
19. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.
20. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.
21. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.
22. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation, immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.
23. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time.



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- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
 - Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
 - Completing and maintaining the Daily indoor/outdoor Inspections form
 - Completing and maintaining the ECS Head Start "Classroom Summary"
 - Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
 - Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
 - Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
 - Use outdoor and classroom transition safety per the Head Start protocols.
 - Use of door dingers on all exit doors.
 - Raising of gates and latches to appropriate heights as required by grantee (NHA)
 - Use of Safety Ropes during outdoor transition activities (when applicable)
 - Implement the Exit Pass protocol process daily.
 - Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
 - Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

24. In the time period established by ECS, Provider agrees to the following:

- A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.

- B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

- C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.



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D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2024 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities 1302.61).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income-eligible children; design services for children and families.

J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2024.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post- assessments on all Head Start children.

M. Ensure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.



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Facilities Services

25. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.
26. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.
27. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.



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Exhibit A SYCDC HEAD START SITES

Preschool and Child Development Programs San Ysidro School District

CDC

1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-4476
Fax: (619) 428-1393

Sunset Preschool

3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-1148
Fax:(619) 428-7604



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EXHIBIT B

SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 11 month payment schedule, beginning August 2023 to June 2024. August Payment will be made in September and monthly thereafter. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from PROMIS for these months.
2. Total compensation from ECS to Provider shall not exceed **Three Hundred Twenty Four Thousand Six Hundred Ninety-Six Dollars and Sixty Cents. \$324,696.60**
3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from PROMIS for these months.

PAYMENTS:

1. ECS will deliver Provider payment via U.S. Mail.
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.



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3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.
2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.
3. Provider's allowable costs are only those which are determined in accordance with:
 - A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents



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regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allowability of selected items of costs of providing the services. Equipment costs over \$5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.
5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.



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EXHIBIT C

ECS HEAD START & EARLY HEAD START STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;
2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:
 - A. Use corporal punishment;
 - B. Use isolation to discipline a child;
 - C. Bind or tie a child to restrict movement or tape a child's mouth;
 - D. Use or withhold food as a punishment or reward;
 - E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
 - F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
 - G. Physically abuse a child;
 - H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
 - I. Use physical activity or outdoor time as a punishment or reward;
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and, Ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.



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EXHIBIT D DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.
2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.
4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.
5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c))** - All contracts and sub grants in excess of \$2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than \$2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.



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4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

 5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

 6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



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7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
 9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.
 10. **Subordination** - If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord, in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].
 11. **Draft Mortgage** - Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]
 12. **Uniform Relocation** - Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]



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13. **Operation Costs** - Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]
 14. **Modifications** - Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]
 15. **Insurance** - Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]
 16. **Facilities** - Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]
 17. **Grant Limitations** - Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).
 18. **Construction or Renovation** - Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]
 19. **Facilities Lease** - Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in the appropriate local land records.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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20. **Notice of Federal Interest and Certification Assurances** - In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

- (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
- (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
- (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership. Further information regarding the Federal



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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Interest in the property described in this Notice can be obtained from the **Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.**

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").



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G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than \$2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

Signature

Name: _____

Title: _____

Date Signed: _____



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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EXHIBIT F

EMPLOYEE COMPENSATION CAP

Abstract

Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is \$212,100.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

Name

Date

Title

Organization



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____ AM Session (5-10 minutes before dismissal)

_____ PM Session (5-10 minutes before dismissal)

“Rainy Day” Plan: _____

Special Accommodations for Site-Specific Needs: _____

Site Supervisor Signature

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR
LOSS CONTROL SERVICES

BACKGROUND INFORMATION:

The District maintains a liability insurance program through Keenan & Associates (Keenan) to protect itself against claims and losses arising out of its day to day operations. To remain compliant with Certified Unified Program Agencies (CUPA), which requires that a Hazardous Materials Business Plan (HMBP) be submitted whenever hazardous materials are handled or stored, Keenan will perform certain loss control services as a compliment to its current insurance program. Keenan will update the existing HMBP with information related to hazardous materials inventories and reportable threshold quantities and will provide training on Hazard Communication or Chemical Hygiene annually during the term of this agreement (July 1, 2023 to June 30, 2026).

RECOMMENDATION:

Approve/Ratify the 3-year agreement with Keenan & Associates for Loss Control Services at a total cost of \$25,343.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$25,343.00
(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 **July 1, 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 **June 30, 2026** (“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>	Chief Business Official	<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 x3004	<u>Telephone:</u>	(310) 212-0363, ext. 2726
<u>Email:</u>	marilyn.adrianzen@ sysdschools.org	<u>Email:</u>	kdimonte@keenan.com
<u>Attention:</u>	Marilyn Adrianzen	<u>Attention:</u>	Kathy DiMonte

Board approved: 07-13-23

EXHIBIT A

Keenan's Services*

Keenan will provide the Hazardous Materials Compliance Program for the San Ysidro School District to include:

Hazardous Materials Inventory ("HMI")

A Keenan HMI specialist will visit each owned/operated site where hazardous materials are stored. The HMI specialist will inventory all hazardous materials in the locations identified by the client at the time of the service.

Areas typically inventoried include, but are not limited to the following:

- Science
- Biology
- Chemistry
- Chemical storage
- Art
- Physics
- Jewelry
- Photography
- Ceramics
- Theater
- Wood shop
- Metal shop
- Auto shop
- Home economics
- Scene shop
- Grounds
- Print shop
- Pool
- Food service
- Transportation
- Warehouse
- Custodian storage
- Paint storage
- Waste storage

However, the areas actually inventoried are to be dependent upon the directions, limitations, and requests of any District chaperone during the Keenan HMI specialist's on-site visit. Additionally, this is dependent upon these areas being readily accessible at the time of the on-site visit.

The Keenan HMI makes use of cutting-edge mobile technology ensuring that all data is captured efficiently and accurately. During the HMI process, the Keenan HMI specialist may attach unique bar code labels to some hazardous materials containers. These unique labels increase the efficiency and accuracy of Keenan's inventory and reconciliation process. The labels are always applied in a manner that does not obstruct or interfere with any manufacturer's labeling.

Whenever available, the following data will be collected for each inventoried hazardous material:

- Manufacturer name
- Chemical name
- Common name
- CAS number
- Container type
- Unit of measure
- Container size
- Number of containers
- Hazardous material type
- Acutely hazardous material
- DOT hazard class
- Pressure
- Physical state
- Unique or non-unique barcode

Upon completion of the field inventory, a comprehensive HMI report will be made available to the client through the Keenan P&C Bridge. The HMI report contains the following:

- Findings and recommendations related to hazardous conditions observed during the inventory and organized by priority (i.e., immediate, high, medium, or low)
- An administrative review of the Client's existing hazardous materials related programs
- A complete list of hazardous materials that were observed at the time of the inventory, organized in a three-tier location hierarchy (i.e., district, site, area)
- A listing of any observed extremely hazardous substances (EHS)

Safety Data Sheet On-Line Management Tool

Upon completion of the field inventory and the HMI report, the client will be provided access to a web-based Safety Data Sheet (SDS) management tool. The SDS tool will be pre-populated with the client's HMI and the location data obtained during the most recent inventory. The SDS tool is typically updated in subsequent contract years through an automated sync process.

Clients have the option to scan and upload, attach as a PDF, or download SDS from a robust repository. Keenan also makes every effort to pre-match as many SDS sheets as possible. Any pre-matched SDS will be automatically uploaded to the Client's SDS tool during the automated sync process; however, Keenan makes no guarantee as to the percentage or quantity of SDS that will be pre-matched during the HMI and sync process. Clients are provided with an exception list that defines all inventoried hazardous materials that were not pre-matched during the sync process.

Clients have the ability to create virtual binders (collectives) in the SDS tool. Collectives can be useful when like-chemicals are found in multiple locations. Clients can also create secondary container labels, printable NFPA posters, and hard copy SDS through the management tool. Client access to the SDS tool will terminate 12 months following the expiration of the client's HMI contract.

California Hazardous Material Inventory (included):

California and local agencies may impose thresholds and/or requirements on how organizations store items that possess items California, and/or the local agency identifies as hazardous materials.

In California, an organization that possesses items identified as hazardous materials, in amounts greater than or equal to the state-defined thresholds, is required to submit a Hazardous Materials Business Plan ("HMBP") in the California Environmental Reporting System ("CERS"). California standard hazardous material defined thresholds are:

- fifty-five (55) gallons of a liquid,
- two hundred (200) cubic feet of a compressed gas, and
- five hundred (500) pounds of a solid.

However, California may apply thresholds that differ from the above, known as exemptions. In such instances, Keenan will adhere to the exemptions. California may amend such thresholds at any time.

Keenan will only provide its services and products as they pertain to the California requirements.

Description of Services and Products Included:

Keenan will assist the Client with their existing HMBP in CERS. Updating an existing HMBP involves updating three (3) primary sections titled (1) Facility Information, (2) Hazardous Materials Inventory, and (3) Emergency Response and Training Plans in CERS.

1. **Facility Information:** Keenan will work with the Client to review and update “Business Activities” and “Business Operator/Owner Identification” sections in CERS. Examples of information that will be provided by the Client and input by Keenan per Client’s direction:
 - Business Activities Section
 - EPA Id and general site information (name and address)
 - General questions regarding Hazardous Materials, Underground Storage Tank(s)(UST), Hazardous Waste, Excluded and/or Exempted material, Aboveground Petroleum Storage, and Regulated Substances.
 - Business Operator/Owner Identification Section
 - Site Address and general Identification which includes general contact and Facility/Site Mailing Address.
 - Detailed Identification which includes Owner Contact, Billing Contact, Primary Emergency Contact, Secondary Emergency Contact, and Environmental Contact.
2. **Hazardous Materials Inventory:** Keenan will assist the Client by updating the CERS inventory in accordance with any typical CUPA requirements and then upload a draft for the Client’s review into CERS’ system. If Keenan has conducted a chemical inventory for the submittal year, then Keenan will prepare a draft CERS inventory, and upload such draft, with the following types of chemical information:
 - Chemical Identification and Physical Properties; Chemical Hazard Classification includes classing Fire Code, Department of Transportation, and Federal Hazard Categories;
 - Inventory Location and Quantity;
 - Inventory Storage Information; and
 - Mixture Components if needed.

Keenan will assist the Client with understanding the CUPA map requirements and assist with basic map updates. Map(s) must be provided by the Client.

3. **Emergency Response and Training Plans:** This section has two (2) parts, first, the CERS Emergency Response Contingency Plan template and, second, the Training Plan section of the Emergency Response Contingency Plan template. Keenan will assist the Client with completing

CERS Emergency Response Contingency Plan template. The completion of the Training Plan section will be completed by the Client and Keenan will advise on how to complete this section.

NOTE: All steps referenced herein, and any work completed by Keenan shall be left in draft form. The Client is ultimately responsible for reviewing all drafts, ensuring the accuracy and completeness of the information, and finally, submitting this information to CERS and any other required organization.

Local CUPA Requirements (not included):

In addition to the above California requirements, organizations that possess the items identified as hazardous materials may be held to lower thresholds, additional or different requirements, or protocols, identified by their local Certified Unified Program Agency (“CUPA”).

Keenan can assist with local CUPA requirements at an additional hourly rate as referenced in the fee section below. The Client understands and acknowledges that Keenan will not provide any services as they pertain to any local CUPA requirements above and beyond the State requirements, as part of the standard HMI fee below.

Examples of chemical amounts not defined by defined thresholds and exemptions and also would not reach thresholds requirements include items such as:

- Chemistry and Biology Departments sizes include 50 milliliters, 20 oz of aerosols, 500 grams.
- Custodial Departments sizes include 4 liters, 14 oz aerosols, 2 lbs.
- Art Departments sizes include powdered and liquid color ingredients 3lbs, 15 fluid oz.
- Facilities Departments sizes include 14 oz aerosols, 3 lbs. fertilizer, 1 gal of pesticide.

*The goal of Keenan’s loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan’s loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

EXHIBIT B

FEE SUMMARY

Keenan will provide the above-outlined Hazardous Materials Compliance Program to the San Ysidro School District for a three-year term for a fee of \$25,343.00. Additional services (i.e., additional regulatory training, compliance plan assistance, local CUPA requirement assistance, etc.) can be provided at \$190.00 per hour. An invoice will be generated and sent upon receipt of the report.

Fee is due to Keenan as follows:

2023-2024	\$8,364.00
2024-2025	\$8,364.00
2025-2026	\$8,615.00

District sites:

- District Office
- La Mirada Elementary School
- Ocean View Hills Elementary School
- San Ysidro Middle School
- Smythe Elementary School
- Sunset Elementary School
- Vista Del Mar Middle School
- Willow School

If new sites are opened, or existing sites close during the term of the agreement, the fee will be adjusted accordingly.

Fee includes:

- ◆ Professional Time
- ◆ Preparation and Scheduling
- ◆ Travel Time
- ◆ Follow Up Analytical Report
- ◆ Clerical Support/Word Processing
- ◆ All Expenses Associated with Program

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: July 13, 2023

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY HEALTH & HUMAN SERVICES AGENCY

BACKGROUND INFORMATION:

The System Data Agreement for Free or Reduced Price School Lunch or Breakfast Program allows the District's student data to be shared with the San Diego County HHSA for the CalSAWS data extract of confidential files for the purpose of providing direct certification information related to the District's Child Nutrition Program.

RECOMMENDATION:

Approve the System Data Agreement with the San Diego County Health & Human Services Agency for CalSAWS data extract of confidential files.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SYSTEM DATA AGREEMENT FOR
FREE OR REDUCED-PRICE SCHOOL LUNCH OR BREAKFAST
BETWEEN SAN YSIDRO SCHOOL DISTRICT AND
SAN DIEGO COUNTY HEALTH & HUMAN SERVICES AGENCY FOR
CALSAWS DATA EXTRACT OF CONFIDENTIAL FILES**

I. Participants

The County of San Diego (County) by and through the County of San Diego Health and Human Services Agency (HHSA) and San Ysidro School District are entering into this System Data Agreement (SDA) for CalSAWS Data extract of Confidential Files.

II. Administration of SDA

Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this SDA. Notice of the authorized representative should be sent to each party as follows:

<p><u>County of San Diego</u> Health & Human Services Agency 1255 Imperial Ave, Suite 446 San Diego, CA 92101 (619) 338-2313 Attn: Assmaa Elayyat, Deputy Director, Self-Sufficiency Services</p>	<p><u>San Ysidro School District</u> Dr. Gina A. Potter, Superintendent 4350 Otay Mesa. Rd San Ysidro CA 92173 (619)428-4476 gina.potter@sysdschools.org</p> <p>Contact Todd Lewis, Director of Info. Systems (619)428-4476 Ext. 3062 todd.lewis@sysdschools.org</p>
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III. Purpose

The purpose of this agreement is for San Ysidro School District to provide HHSA a listing of the children currently enrolled at San Ysidro School District and to set the parameters and responsibilities for this agreement. This SDA is also to meet the provisions of the U.S. Federal Child Nutrition and WIC Reauthorization Act of 1989, §202(b) (1). This act allows a designated school food authority to certify a student as eligible for a free or reduced-price school lunch or breakfast, without further application, by directly communicating with the appropriate local agency to obtain documentation of student’s status as a member of a CalFresh household.

IV. Requirements for Match

- A. San Ysidro School District Requirements: San Ysidro School District staff provide school records of children enrolled in the San Ysidro School District. Those children who are in households that receive CalFresh will be so indicated by the match to confirm eligibility for a free or reduced school lunch/breakfast.

- B. HHSA Requirements: HHSA will provide San Ysidro School District a match from CalSAWS of children that are eligible to receive CalFresh in the report month.

V. Indemnity

County of San Diego shall not be liable for, and San Ysidro School District shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this SDA and arising either directly or indirectly from any act, error, omission or negligence of San Ysidro School District or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. San Ysidro School District shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

VI. Insurance (See Exhibit A)

Prior to execution of this SDA, San Ysidro School District must obtain at its own cost and expense, and keep in force and effect during the term of this agreement including all extensions, the insurance specified in Exhibit "A," "Insurance Requirements," attached hereto.

VII. Conformance With Rules And Regulations

San Ysidro School District shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. San Ysidro School District shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

VIII. Permits and Licenses

San Ysidro School District certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic

statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

IX. Specific Warranty of Security and Privacy

San Ysidro School District warrants that the application software provides security and privacy for the system and its data (where “security” is defined as protection of software and data from natural or human-caused hazards and unauthorized access and manipulation, and “privacy” is defined as protection of personal data from unauthorized access or disclosure), and contains mechanisms to assure integrity of the County's data against destruction, loss or unauthorized alteration. The County hereby acknowledges that fundamental security, privacy and integrity controls are provided by the application software, while differentiating operational mechanisms for protecting data integrity, such as regular data backups performed by its personnel, from these internal controls. San Ysidro School District warrants only that data privacy provided by the software performs as described in the specifications. Notwithstanding the foregoing, San Ysidro School District cannot warrant that another party's backup software will perform properly.

X. Protection of County Confidential Information and Data System

Subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 – 6268, all reports, information, data, statistics, forms, procedures, systems, studies and any other communication or information given to or prepared or assembled by San Ysidro School District under this agreement, shall be kept confidential, shall not be made available to any individual or organization by San Ysidro School District without the prior written approval of County.

XI. Systems and Network Security

At all times during the term of this Agreement, San Ysidro School District shall provide all services, and use all resources related thereto, in a secure manner and in accordance with the County's security requirements, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems, networks and/or data by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. In connection therewith, (i) any attempts by San Ysidro School District personnel to circumvent network security measures or to access or use resources that are not specifically authorized for the San Ysidro School District use in performing under this agreement, and (ii) access to County computer resources or data by unauthorized persons via the San Ysidro School District access User ID's, will constitute misuse of the County's computer and/or data resources. In no event shall San Ysidro School District actions or inaction result in any situation that is less secure than the security San Ysidro School District then provides for its own systems and data. In addition, all San Ysidro School District personnel (including personnel of any sub-contractors) shall be subject to and shall at all times conform to the

County's laws, rules, and requirements for the protection of premises, materials, equipment, and personnel, as they may be disclosed to San Ysidro School District in writing. Any violations or disregard of these rules shall be cause for denial of access by such personnel to the County's property, systems, networks and/or data.

XII. Access to County Information

As used herein, the term "County Data" shall mean, in or on any media or form of any kind: (i) all data and summarized data related to the County, its citizens, or the San Ysidro School District services that is in the possession of the County and all data concerning or indexing such data (regardless of whether or not owned by the County, generated or compiled by the County, or provided by its citizens), including data that is in the County's databases or otherwise in the County's possession at any time; and (ii) all other County records, data, files, input materials, reports, forms, and other such items that may be received, computed, developed, used, or stored by San Ysidro School District, or by any of its sub-contractors, in the performance of San Ysidro School District duties under this Agreement.

XIII. Confidentiality

The use or disclosure of information concerning HHSa applicants and recipients will be limited to use by designated San Ysidro School District staff for the items listed below. Information will not be released to any other agencies except as specified in Welfare & Institutions Code 10850, 10850.2, and 14100.2 that describes the use of confidential records. HHSa records fall within the description of confidential records. San Ysidro School District recognizes that unauthorized release of confidential information may make the individual guilty of a misdemeanor under Welfare & Institutions Code 10850 or 14100.2. It may lead to criminal or civil liability for the individual. The Welfare & Institutions Codes stated above restrict the type and amount of information that may be released. Written consent of the applicant or recipient will be required in order to release information specified under W & I Code 10850.2. It further states that "...written authorization shall be dated and signed by each recipient and shall expire one year from the date of execution." Under W & I Code 10850, 10850.2, and 14100.2 confidential records used by San Ysidro School District staff will be for:

1. Utilize information provided by HHSa from CalSAWS to identify children who are in households that receive CalFresh to confirm eligibility for a free or reduced-price school lunch/breakfast.

The participants understand that in questionable situations, the San Ysidro School District staff will seek HHSa agreement prior to releasing any information and that this request will be in written form.

- A. San Ysidro School District will provide HHSa a list of employees designated to access CalSAWS data specified in III above.

- B. San Ysidro School District will maintain a physically secure storage place for all written/electronic formats of data of information gained from HHSA to prevent access by unauthorized persons.
- C. San Ysidro School District acknowledges that clearances made through the match shall be only for the administration of information that is necessary to determine eligibility to identify children who are in households that receive CalFresh to confirm eligibility for a free or reduced-price school lunch/breakfast.
- D. San Ysidro School District agrees that designated employees will not access their own case assistance data or those of any friend, relative, business relation, personal acquaintance, they may know.
- E. In the event that any unauthorized access to or use of confidential data by any San Ysidro School District employee, San Ysidro School District shall take disciplinary action against the employee, up to and including termination. San Ysidro School District shall notify HHSA when an employee is subject to such disciplinary action.
- F. San Ysidro School District agrees that all individually identifiable information furnished by or obtained through the match will be destroyed by shredding or a similar method of destruction once the use for the information has ended.
- G. San Ysidro School District agrees to allow the HHSA signatory or authorized representative, as the operating agency for CalSAWS, to make on-site inspections to ensure that the terms of this agreement are being met.
- H. San Ysidro School District agrees not to release confidential information, which includes individual identifying information such as address, name, etc., to outside agencies or persons that do not fall under Welfare and Institutions Codes 10850 or 14100.2. This information may be released under W & I Code 10850.2 if a properly executed written release of information is obtained by HHSA or San Ysidro School District. Any written releases obtained by San Ysidro School District must be maintained in a file for audit purposes.
- I. San Ysidro School District agrees to submit a Summary of Policy form for each newly designated staff member who will access and use the information, other than for statistical purposes as allowed under W & I Code 10850, 10850.2, and 14100.2. Copies of each statement must be received by HHSA three (3) days before the designated staff member accesses the information. The copies will be retained by HHSA as part of this agreement.

- J. San Ysidro School District agrees to provide updates to HHSA within ten (10) workdays for any designated staff for whom access is being deleted or work location is being changed.

Strict adherence to the criteria stated in items A through J must be followed. Confidential client information may only be accessed by designated staff when the applicable conditions stated in items A through J have been met.

XIV. Organization

The duties to administer, supervise, and monitor the administration and determination for San Ysidro School District under these agreements belongs solely to the San Ysidro School District. The duties to administer, supervise, and monitor CalSAWS data access and security belongs solely to the HHSA. As part of this agreement, San Ysidro School District and HHSA agree to cooperate, within regulatory authority, so that the San Ysidro School District may identify or determine the recipient is within such official duties and HHSA may carry out regulatory and security responsibilities for CalSAWS matches.

XV. Contractor's Confidential Records

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or information given to or prepared or assembled by County of San Diego under this agreement, will be kept confidential, and shall not be made available to any individual or organization by County without the prior written approval of San Ysidro School District.

XVI. Standards

Both HHSA and San Ysidro School District shall maintain an organizational structure and sufficient staff, within any budgetary constraints, to efficiently and effectively administer and supervise the functions and responsibilities set out in this agreement.

XVII. HHSA Responsibilities and Duties

HHSA will ensure that all approved processes and instructions are followed to ensure the requested information is provided to authorize San Ysidro School District staff.

XVIII. Governing Law

This SDA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

XIX. Third Party Beneficiaries Excluded

This SDA is intended solely for the benefit of the County and San Ysidro School District. Any benefit to any third party is incidental and does not confer on any third party to this SDA any rights whatsoever regarding the performance of this SDA. Any attempt to enforce provisions of this SDA by third parties is specifically prohibited.

XX. Amendments to SDA

Any party may propose amendments to this SDA by providing written notice of such amendments to the other party. This SDA may only be amended by a written amendment signed by both parties.

XXI. Severability

If any terms provisions of this SDA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this SDA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this SDA shall be valid and enforceable, shall not be affected thereby and every other term and provision of this SDA shall be valid and enforced to the maximum extent permitted by law.

XXII. Full Agreement

This SDA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.

XXIII. Scope of SDA

This SDA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this SDA.

XXIV. Joint Responsibilities

Each agency shall ensure staff is conforming to this agreement and applicable state and federal laws and regulations by supervising, auditing, and reviewing procedures. Revisions will be made as needed to ensure adherence.

XXV. CalSAWS Confidential Information

By signing below, HHSA grants information of children that are eligible to receive CalFresh to authorized San Ysidro School District staff, and San Ysidro School District accepts the responsibilities for such information as outlined in this agreement and in applicable federal and state laws, regulations, and directives.

XXVI. Live Well San Diego Vision

The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
- <http://www.LiveWellSD.org>

XXVII. Term

This SDA shall become effective on the date all of the parties have signed this SDA. This agreement shall continue unless terminated by mutual agreement and/or by state and/or federal directive and/or breach of confidentiality.

XXVIII. Termination For Convenience

The County may, by written notice stating the extent and effective date, terminate this SDA for convenience in whole or in part, at any time.

XXIX. Counterparts

This SDA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

XXX. San Ysidro School District shall comply with the information privacy and security provisions contained in Exhibit B.

Dated: _____

County of San Diego,
Health & Human Services Agency

By: _____

RICK WANNE
Director, SELF-SUFFICIENCY SERVICES

Dated: _____

San Ysidro School District

By: _____

Superintendent

EXHIBIT A

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Cyber/Information Security Liability. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic and non-electronic data, including publicizing confidential data or causing confidential data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; 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.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Cyber/Information Security Liability: \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

(Remainder of this page blank)

EXHIBIT B

ARTICLE 14

INFORMATION PRIVACY AND SECURITY PROVISIONS

14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable**:

14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as “HIPAA;”

14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: www.cosdcompliance.org, including:

14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;

14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;

14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County

14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;

14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;

14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;

14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and

14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.

14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

14.2.2 “Business Associate,” when applicable, shall mean the Contractor.

System Data Agreement

Data Extract

San Ysidro School District

(Updated 5/2023)

- 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity,” when applicable, shall mean the County.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 Initial Report.
 - 14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County “Privacy Incident Report” through the online portal at www.cosdcompliance.org within one (1) business day.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” online form.
- 14.3.6.3 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:
 - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
 - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
 - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
 - 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
 - 14.3.8.3 Comprehensive, annual security risk assessments
 - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
 - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction

of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH TOM SILVA CONSULTING

BACKGROUND INFORMATION:

Tom Silva Consulting will provide professional school facilities planning services and will serve as a facility advisor, providing guidance and support on school facility planning, construction and communication plans. Mr. Silva is knowledgeable of the District’s facilities and processes.

Term: July 1, 2023 to June 30, 2024 on an “as needed” basis.

RECOMMENDATION:

Approve/Ratify the agreement with Tom Silva Consulting for professional school facilities planning services on an “as needed” basis for fiscal year 2023-24 at an hourly rate of \$175.00 and in an amount not to exceed \$15,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?

Yes No

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

Yes No

Requisition #

NOT TO EXCEED
\$15,000.00
(Amount)

General Fund - Facilities
(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 14th day of July 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Tom Silva Consulting
Company/Consultant

(619) 261-8233
Telephone Number

4254 View Place, San Diego, CA 92115
Address

N/A
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023 To: June 30, 2024 (on an "as needed" basis)

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 and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

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.

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.

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 _____

Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.

District waives _____

Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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 **Additional Insured 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). 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 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 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

CONSULTANT:	Tom Silva Consulting	
Name:	Thomas Silva	
Title:	Independent Consultant	
Address:	4254 View Place	
City/State/Zip Code:	San Diego, CA 92115	
Telephone:	(619) 261-8233	
Email:	Thomasjerome.ts@gmail.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Director, MOTF
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 x3004	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Tom Silva Consulting

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved:

Revised 09-13-18

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

Consultant will provide professional school facilities planning services and projects as directed by the Superintendent, the Chief Business Official and/or Assistant Superintendent of Admin. Leadership, School Support & Safety

Consultant acknowledges that only the Superintendent and/or Chief Business Official are the authorized signers for all projects, change orders, agreements, etc.

Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

Compensation:

Hourly rate of \$175.00 per hour on an "as needed" bases for a total not to exceed \$15,000.00 for services satisfactorily rendered pursuant to Section 2 above.

Expenses:

District shall not be liable to Consultant for any materials, costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

- Reimbursable expenses at a cost plus 3%. Reimbursables shall include, but not limited to, copies, blueprints, etc.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Ocean View Hills Elementary
Erika Meza, Principal

Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH LIMINEX, INC. DBA GOGUARDIAN FOR THE TUTORME EDUCATION PROGRAM

BACKGROUND INFORMATION:

TutorMe partners with schools and districts to provide 24/7, on-demand online tutoring to students across all grade levels. Students are connected with highly qualified tutors for 1:1 support, whenever and wherever they need it the most.

TutorMe is used to support students and teachers with access to tutoring that increases equitable access to personalized, on demand learning, relieves educators of the pressures of being the sole provider of differentiated instruction and supplements learning remediation and acceleration strategies.

The Principal at Ocean View Hills School is requesting approval to purchase and implement the TutorMe education program during the 2023-24 school year. The subscription will include site licenses for up to 650 students, setup fee and staff training.

The term of this license subscription is from August 2023 to July 2024.

RECOMMENDATION:

Approve/Ratify the license agreement with Liminex, Inc.dba GoGuardian for the implementation of the TutorMe education platform for Ocean View Hills School in the amount of \$36,475.00 from the Title 1 fund.

LCAP GOAL AND ACTION/SERVICE:

1.9 Supplemental Resources

Purchase CCSS Supplemental Resources to target students according to their academic needs. Examples: Ready Common Core, Teachers Pay Teachers (TpT), Science Interactive Workbooks, Literature for classroom libraries

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$36,475.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

ORDER FORM

QUOTE # Q-305252
DATE 6/14/2023
EXPIRATION DATE 7/15/2023



Bill To

Ocean View Hills (CA)
4919 Del Sol Blvd
San Diego, California 92154
United States

Ship To

Erika Meza
Ocean View Hills (CA)
4919 Del Sol Blvd
San Diego, California 92154-8488
United States
erika.meza@sysdschools.org

GoGuardian

Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for Edulastic), and <https://tutorme.com/policies/eula> (for TutorMe) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1	GG-SUF1Y-000001	TutorMe Set-Up Fee	8/1/2023	7/31/2024	\$2,500.00	\$2,500.00
1	PDT1Y-000001	Product Training Services	8/1/2023	7/31/2024	\$500.00	\$500.00
650	GG-ETM1Y-000001	Edulastic Enterprise and TutorMe Subscription - Unlimited	8/1/2023	7/31/2024	\$51.50	\$33,475.00
TOTAL (USD):						\$36,475.00

Equity Subscription. School shall provide TutorMe an accurate count of its total User population and purchase a Tutoring license for each individual in such population that will access the Services during the Term. The number of Tutoring licenses issued to School and the pricing for such licenses is calculated based on the size of School's total User population as expressly provided by School. Any and all unused Tutoring licenses, including any unused Tutoring hours available under each license, remaining upon the end date shown on the Order Form ("**End Date**"), or in the event this Agreement is terminated by School for any reason prior to the end of Term or any Renewal Term, are non-refundable, non-transferable, and shall be forfeited.

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

ORDER FORM

QUOTE # Q-305252
DATE 6/14/2023
EXPIRATION DATE 7/15/2023



RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a **"Renewal Term,"** and together with the Initial Term, the **"Term"**) at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term (**"Innovation Increase"**). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

IMPORTANT:

The attached San Ysidro School District's School Safety Certification Form is required. Please sign and return to: patricia.caro@sysdschools.org. Thank you

ORDER FORM

QUOTE # Q-305252
DATE 6/14/2023
EXPIRATION DATE 7/15/2023



Professional Development Addendum:

A “Professional Development Service” means an end-user training to be conducted by a member(s) of the GoGuardian Product Training Team, which may be broken down into multiple sessions (“Sessions”). The specific details, including the number of Sessions, the dates/times and what will be covered in the Sessions will be as discussed between you and a representative from the GoGuardian Product Training Team, and will be confirmed via a Zoom link to be sent out. The Professional Development Service is subject to the terms below and the terms set forth in the Order Form:

- Virtual Sessions must be booked at least seventy-two (72) hours in advance and in-person Sessions must be booked at least four (4) weeks in advance
 - Please contact your account representative to schedule a Session and you will receive a Zoom link indicating that your Session has been booked.
 - Sessions and any rescheduled Sessions are always subject to the availability of the GoGuardian Product Training Team
- If you need to cancel or reschedule a previously scheduled virtual Session, you must do so at least twenty-four (24) hours in advance.
 - If you cancel within the twenty-four (24) hour window, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- If you need to cancel or reschedule a previously scheduled in-person Session you must do so at least 5 days in advance.
 - If you cancel within the 5 day window, the Session will be deducted from your Professional Development Services and no refund will be provided for that training day.
- If you do not attend a scheduled Session and do not cancel at least twenty-four (24) hours in advance (“No-Show”), you will not be able to reschedule such Session, the Session will be deducted from your Professional Development Services and no refund will be provided for that Session.
- Any Professional Development services will be valid for 1 (one) year post purchase date.
 - Any remaining Sessions will be canceled after such date, and you will not be eligible to receive any refunds.

These terms enable the GoGuardian Product Training team to provide the highest quality training possible. By adhering to these guidelines, both parties are ensuring the best level of customer satisfaction.

Signature: _____

Name: _____

Title: _____

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests for delayed invoicing, etc.): _____

San Ysidro School District
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 potential contact with pupils, minors or persons in an incapacitated state.**

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

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

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

_____ (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils whether the interaction is face-to-face, in-person and/or virtual (visit, treatment, evaluation, therapy, tutoring, etc.).

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

[Who We Serve](#)[Become A Tutor](#)[Resources](#)[About](#)[Log In](#)[Book A Call](#)[NEWS](#)

We'll be at ISTE 2023! Join us for inspiring speakers, fresh swag, and photo booth fun!

[Learn More](#)

Liminex Products Terms of Service and End User License Agreement



LAST UPDATED ON: APRIL 24, 2023

Introduction

Welcome! Before using any of our Offerings, please take the time to review this combined Terms of Service and End User License Agreement (EULA), together with any applicable Order Form(s), the [Product Privacy Policy](#), and, if applicable, the [Data Processing Addendum](#) (collectively, the "Agreement"). Capitalized words have the definitions set forth throughout this Agreement, including in Section 17 (Definitions).

When does this Agreement apply? This Agreement governs the use of the Offerings and is a binding contract between School (sometimes referred to as "School," "you," or "your") and Liminex, Inc. doing business as GoGuardian, and acting on behalf of itself and its Affiliates ("Liminex", "we," "us", or "our"). This Agreement is distinct from our [Website Terms of Service](#), which governs only use of our Website.

BY CLICKING AN "I AGREE" OR "I ACCEPT" BUTTON; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; COMPLETING THE REGISTRATION PROCESS; OR INSTALLING OR USING ANY OFFERINGS IN ANY WAY, SCHOOL AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND SUCH SCHOOL, SCHOOL DISTRICT, CORPORATION, ORGANIZATION OR OTHER LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "SCHOOL" SHALL REFER TO EACH SUCH ENTITY AND ITS AFFILIATES.

You are free to reject this Agreement, but if you do not agree with all of the provisions of this Agreement, then you may not use any of our Offerings in any way.

IMPORTANT NOTICES:

- Section 15.2 contains provisions governing how claims are resolved between us, including a requirement for binding arbitration and class action waiver.
- You understand that use of some of our Offerings may require the consent for monitoring and recording information and communications of all users on the Managed Devices or Accounts under Applicable Law. You represent and warrant that you have obtained such requisite consent.

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- We may make non-material modifications to this Agreement or changes that expand our obligations, reduce your obligations, or introduce a new product offering immediately without notice to you. Otherwise, we will only modify or replace this Agreement, after providing notice to you in accordance with Section 16.1. You are responsible for regularly reviewing your Account and our Website for any changes to the Agreement.
- Your use of, and participation in, certain Offerings may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will either be listed in this Agreement, an Order Form or will be presented to you for your acceptance when you sign up to use the supplemental Offerings. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the Offerings with which it applies.

i. We have included, in italics at the beginning of each section, summaries that provide short explanations of the legal language in plain English to aid in understanding, but such summaries are not legally binding.

1. GETTING ACCESS TO AND STARTED WITH OUR OFFERINGS

i. This Section explains how to establish and maintain Account(s). This Section describes the importance of being mindful about the information and settings in an Account – the value of our tools is dependent on the accuracy of the information you provide and the proper selection of product settings.

We generally make our Offerings available on a paid subscription-based license. As further described in Section 4.1, from time to time and in its sole discretion, we may offer limited free, trial or beta Offerings at no additional charge. For the TutorMe Offerings, we may offer pre-paid tutoring hours for a subscription term, in addition to the paid subscription-based licensing model.

1.1 Ordering

You may obtain Subscriptions to our Offerings either directly from us or one of our Affiliates or indirectly through one of our Authorized Resellers. If you purchase a Subscription to an Offering through an Authorized Reseller, you will enter into an Order Form directly with such Authorized Reseller and may be subject to additional terms as agreed upon between you and the Authorized Reseller. You expressly agree that this Agreement governs your access to and use of any Offering that you acquire from an Authorized Reseller, as well your relationship with us as to any products or services you purchase through an Authorized Reseller. You further agree that we and our Affiliates have the right to enforce the terms of this Agreement with respect to such purchases. You also acknowledge that no Authorized Reseller is authorized to provide warranties with respect to any Offerings in excess of those provided by us in this Agreement. The terms regarding any value-added services provided to you by an Authorized Reseller are solely between you and the Authorized Reseller and we have no responsibility for any such services.

If during the Subscription Term, you would like to expand your base Subscription(s) to include additional licenses above your Licensed Capacity, please contact us so that we can send you an additional Order Form for those Add-Ons. If we do not hear from you and you deploy additional Licenses, we or, as applicable, an Authorized Reseller will send you an Order Form and invoice you for the subscriptions to the Add-Ons that you use above your Licensed Capacity. Add-Ons, once deployed and paid, will be rolled into your base Subscription.

1.2 Accounts

Before accessing certain Offerings, you may be required to create an Account. When setting up your Account, you may link your Offerings with your Google, Microsoft, and/or Learning Management System (“LMS”) account for ease of sign on and, for certain Offerings, to pull in a directory of Managed Accounts or Devices. In linking your Account to your Google, Microsoft, and/or LMS account, you are

granting us access to certain account information from your Google, Microsoft, and/or LMS account, as permitted under the applicable terms and conditions that govern your use of that Google, Microsoft, or LMS account.

1.2.1 Authorized Users

Within your Account, you may have the ability to enable separate sub-accounts for Authorized Users. You are responsible for issuing and maintaining such sub-accounts only for appropriate Authorized Users, as well as issuing and maintaining appropriate permission settings for each Authorized User.

1.2.2 School Information

When creating an Account, you agree to (a) provide true, accurate, current and complete information necessary to create the Account and to deploy the Offerings you have subscribed to on Managed Devices or Accounts; and (b) promptly update any such information to maintain its accuracy and completeness during the Term. Without limiting the generality of the foregoing, you agree to provide and maintain accurate, up-to-date and complete School Profile Information, and for Accounts, Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Data. You acknowledge and agree that proper implementation and operation of certain Offerings depends largely on the accuracy, completeness and timeliness of the Personal Student Information, Parent/Guardian Information and Association Information ingested into the product; therefore, it is of the utmost importance that you take great care in maintaining and updating this Personal Student Information, Parent/Guardian Information and Association Information at all times during the Term.

You are responsible for ensuring the confidentiality and security of School Account Information, including protecting, and requiring your Authorized Users to protect, usernames and passwords associated with your Account, and notifying us immediately if you suspect or know that (1) a username and password is known by someone other than the applicable

Authorized User; and/or (2) your Account (including any individual Authorized User account) has been compromised.

1.2.3 Account Settings

You are responsible for selecting and updating the settings in the Offerings you subscribe to as you see fit and ensuring that the selections comply with all Applicable Law, as well as any guidelines and requirements you have established, including, with respect to use of the GoGuardian Offerings, for monitoring Managed Devices or Accounts and parents' or guardians' authorization of such monitoring. If you have questions about any settings in an Offering or your Account, such as permissions and settings associated with Managed Devices or Accounts, please visit, as applicable, the GoGuardian **Help Center** and/or contact support@goguardian.com, or visit the Pear Deck **Help Center** and/or contact support@peardeck.com, or visit the Edulastic **Help Center** and/or contact support@edulastic.com, or visit the TutorMe **Help Center** and/or contact support@tutorme.com, or visit the Giant Steps **Help Center** and/or contact support@giantsteps.app.

1.3 Payment Terms

Fees due for initial orders, any Add-Ons to, and any subscription renewals of Offerings shall be set forth in the applicable Order Form ("Fees"). Fees for Subscriptions you purchase directly from Liminex or one its Affiliates shall be paid within thirty (30) days of the date of our issuance of an invoice for such purchases, unless otherwise stated on an Order Form. Payment obligations for purchases made through an Authorized Reseller shall be as agreed upon by you and the Authorized Reseller.

Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction; you are responsible for paying all such taxes, levies, duties and assessments associated with purchases and transactions under this Agreement.

Unless otherwise stated on an Order Form, Fees are paid in advance of each billing period. Payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable. Upon your cancellation or termination of any Subscription, you remain responsible for payment of all Fees allocable to the terminated portion of the Subscription Term referenced in the applicable Order Form without any refund owed to you, unless otherwise mutually agreed to in writing between you and us.

Upon notice to you, we may increase any Fees specified in an Order Form, provided the increase will not become effective until the expiration of the current Subscription Term. We may increase any Fees that are not specified in an Order Form at any time, with or without notice to you. We may allow you to continue using a free, trial or beta Offering on a paid Subscription basis, but your continued use and your Subscription would be subject to a completed Order Form and payment of the applicable Fee.

For certain Offerings, we will endeavor to notify you if your paid Account has delinquent fees. If delinquent fees are not paid, we will suspend your use of the Services.

2. OFFERINGS

i. This Section explains more about the Offerings, including updates to such offerings and linkages with other third party integration software that we make available to you. Offerings may experience downtime or we may suspend access to Offerings in certain situations.

2.1 Access and Updates to Offerings.

We will make our Offerings to which you have subscribed available to you, subject to the terms of this Agreement. From time to time, we may also make updates to the Offerings available to you. You agree that we may automatically install or add updates, upgrades, and new features to the Offerings that we deem to be reasonable, beneficial to you, and/or reasonably necessary without advance notice to you.

You acknowledge and agree that any obligation we may have to support previous version(s) of any Offering may end when we release an update, upgrade, and/or additional feature for the Offering. The license granted for a Subscription shall apply to any updates, upgrades, and/or additional features that are not distributed with a separate license or other agreement. If we make any material changes to an Offering, we will notify you within the Offering interface or by sending you an email.

With respect to an Offering accessed through or downloaded from the Apple App Store, Google Play Store, or Microsoft Store (each, an “App Store”) (an “App Store Sourced Application”), you acknowledge and agree that the availability of the App Store Sourced Application is dependent on the App Store.

2.2 Downtime and Suspension of Offerings.

You acknowledge that you may experience downtime (a) as a result of our conducting maintenance; or (b) in connection with a force majeure event (as described in Section 16.5). In addition, you acknowledge that we, may at our discretion, suspend your access, or suspend access of one of your Authorized Users, to the Offerings for your breach, or your Authorized Users’ breach, of this Agreement, if we have reasonable grounds to suspect that any School Account Information provided by you or any Authorized User is untrue, inaccurate, not current or incomplete, or if we deem it reasonably necessary to avoid or mitigate harm to us, you, any other of our customers or a third party if the Offerings were not suspended, or to comply, in our sole discretion, with legal requirements.

2.3 Integrations with Offerings.

We may allow you to access certain third party software or offerings through your Account via an application programming interface (“API”) or other technical connection (such software or offering, an “Integration Offering”). Because you control whether to integrate and use an Integration Offering, you are solely responsible for all interactions with the

Integration Offering, including ensuring appropriate privacy, contractual, and other protections with it as well as ensuring that you are complying with any terms you are required to agree with the provider of such Integration Offering. Integration Offerings are not “Offerings” under this Agreement and are not subject to any of the warranties, service commitments or other obligations with respect to Offerings hereunder. The availability of any Integration Offering through any of our Offerings does not imply our endorsement of or affiliation with the provider of such Integration Offering. We do not control any Integration Offering and will have no liability to you in connection with any Integration Offering. We have no obligation to monitor or maintain access to Integration Offerings, and may disable the ability to integrate with them or restrict access to any Integration Offerings at any time, with or without notice to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances). By using or enabling any Integration Offering, you are expressly permitting us and our Affiliates to disclose your School Profile Information, and, to the extent applicable to your Offering, your Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, Association Information or other information, including support requests and Log and Cookie Information to the extent necessary to utilize the Integration Offering. YOUR USE OF ANY INTEGRATION OFFERINGS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH INTEGRATION OFFERINGS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH INTEGRATION OFFERINGS).

3. YOUR USE OF OFFERINGS AND YOUR RESPONSIBILITIES

i. This Section explains that Liminex licenses our Offerings to you for certain uses. Please use our Offerings responsibly and appropriately.

3.1 License Grant to You; Restrictions

We hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Offering(s) as set forth in an Order Form and the related User Documentation, during the Subscription Term and solely for School's internal business purposes.

The rights granted to School in this Agreement are subject to the following restrictions: School shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Offering or User Documentation, or otherwise provide access to any portion of any Offering or User Documentation to any third party (other than Authorized Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any Offering (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of Liminex or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any Offering or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any Offering or User Documentation; (f) access any Offering or User Documentation in order to build a similar or competitive website, product or service; (g) access any Offering for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any Offering or User Documentation. Any future release, update or other addition to any Offering shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any unauthorized use of an Offering terminates your right to use all Offerings.

3.2 School Responsibilities

School will (a) be responsible for Authorized Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of School Account Information, and the means by which School acquires School Account Information, Activity Information, Personal Student Information, Parent/Guardian Information, and Log and Cookie Information and School's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify us promptly of any such unauthorized access or use, (d) use the Offerings only in accordance with this Agreement, User Documentation, and all Applicable Law, and (e) comply with the terms of service of any Integration Offering with which School use an Offering. Any use of an Offering in breach of the foregoing by School or any Authorized User that in our judgment threatens the security, integrity, or availability of an Offering may result in immediate suspension of access to any or all Offerings.

School acknowledges that it is solely responsible for compliance with any legal or policy obligations related to the protection of the well-being of its students and that it understands that certain Offerings are only intended to be a tool to assist School as part of a broader program intended to fulfill any legal or policy obligations, to the extent applicable. For example, the Liminex Parties make no representation or warranty that any of the GoGuardian Offerings, alone or in combination with any other efforts, will be effective in detecting or stopping suicide, violence to self or others, or any other kind of risky behavior by a student of School or any other individual. We are not responsible for, and School expressly waives any claim for liability against the Liminex Parties related to, any student or other individual's death, illness, bodily injury, disability, emotional distress or other outcome. To the maximum extent permissible by law, such waiver shall extend to any School personnel, student, student family, estate or other third parties. To the extent that any Liminex Party is made a party to any dispute related to any such death, illness, bodily

injury, disability, or other outcome, School shall indemnify us in accordance with Section 13, below.

3.3 General Acceptable Use Policy

We need your help to ensure that the Offerings are used safely and appropriately. You agree, represent and warrant that you and your Authorized Users will not use any Offering:

- On any computers and/or accounts on which you do not have permission to operate and on which the Offerings cannot be legally and rightfully operated.
- To do anything, including posting or otherwise communicating any information that is abusive, harmful, threatening, harassing, libelous, bullying, stalking, or otherwise objectionable.
- To do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- To intentionally violate another person's privacy rights under Applicable Law.
- For commercial purposes (beyond School's internal business purposes).
- To do anything to burden, compromise, or interfere with any Offering, its appearances, security, or functionality.
- In any way that jeopardizes the security of your or any other party's account.
- To advertise, solicit, or transmit commercial advertisements, including without limitation, junk e-mail, spam, or any other unsolicited messages regardless of the medium (e.g., email, text, SMS, chat, etc.).

School is responsible for any failure by any Authorized User to comply with this General Acceptable Use Policy.

4. SPECIAL TERMS FOR FREE, TRIAL AND BETA OFFERINGS

i. *This Section explains that we may make free, trial, or beta offerings available for you to test and provide us with Feedback about whether an Offering meets your needs. Because these Offerings are different from paid Subscriptions, there are special terms for them.*

4.1 Free or Trial Subscriptions

If we make an Offering available to you on a free or trial basis, it is so you can use the Offering before purchasing a Subscription to determine if it meets your needs. Trial subscriptions to an Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the Offering or your ability to use it at any time, with or without notice and without any further obligations to you; (b) provide the Offering to you solely “AS IS” without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the Offering during the trial period.

4.2 Beta Offerings

We sometimes make new Offerings or features within existing Offerings available on a beta basis (“Beta Offerings”). Beta Offerings are generally prerelease or untested products or features. Features or offerings labeled as “alpha,” “beta,” or “test” within the interface of an Offering are beta Offerings subject to this Section. Unless otherwise agreed in writing by us, any Offering or feature provided as a beta Offering shall be subject in all respects to the terms of this Agreement, except that to the extent permitted by Applicable Law, we (a) may discontinue the beta Offering or feature or your ability to use it at any time, with or without notice and without any further obligations to you (though we, of course, will endeavor to provide notice of any such disabling whenever reasonably practicable under the circumstances); (b) provide the beta Offering or feature to you solely “AS IS” without any warranties of any kind; and (c) will have no liability for any harm or damages suffered by you or any third party in connection with the use or inability to use the beta Offering or feature during the

beta period. Additionally, as consideration for access to and use of any beta Offering, you agree to (1) treat the beta Offering as our Confidential Information; and (2) provide regular Feedback about the beta Offering, if requested.

5. TERM, TERMINATION

i. This Section explains the duration of this Agreement as well as your and our' obligations after this Agreement ends.

5.1 Term

Unless terminated earlier in accordance with the terms of this Agreement, the Term commences on the Effective Date and continues until all of your Order Forms and Subscription Terms expire.

5.2 Termination

Either party may terminate this Agreement (a) if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice thereof, or (b) upon thirty (30) days' notice to the other party. School shall continue to be responsible for all Fees for the terminated Subscription Term and other Fees agreed to in the Order Form except to the extent School terminates this Agreement as a result of our uncured material breach or we terminate this Agreement without cause (i.e., not as a result of School's uncured material breach), in which cases School shall not be obligated to pay for (and shall be entitled to a refund by us of) the Fees allocable to the unused portion of the Subscription Term.

5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will have no rights to continue use of (or to provide your Authorized Users with access to) the Offerings or User Documentation, and you immediately will cease accessing and/or using the Offerings and User Documentation, including by, where applicable, erasing and/or uninstalling all downloaded or copied versions of any Offerings and User Documentation, and returning to us or destroying any accompanying

User Documentation in your possession or control. The following will survive any expiration or termination of this Agreement: Sections 1.2, 1.3 (for Fees incurred during the Term), 2.3, 3 (except as otherwise set forth therein), 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16.

6. INTELLECTUAL PROPERTY

i. *This Section explains that we ask that you please protect our and others' intellectual property.*

6.1 Ownership

We or our Affiliates (or their licensors) own all right, title and interest in and to the Offerings (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the Liminex Information, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, we and our Affiliates reserve all rights, title and interest in and to the Offerings and the Liminex Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of Liminex and its Affiliates (the "Liminex Marks") are owned by Liminex and our Affiliates. You agree not to display or use any Liminex Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with an Integration Offering may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

6.2 Feedback

Any and all of your feedback about us or the Offerings, such as suggestions, whether made by you or any of your Authorized Users, for corrections, updates, alterations, changes, or modifications to the Offerings ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

6.3 Protection of Our Rights

You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an Account, and notify us of any unauthorized access or use of the Offerings or Integration Offerings of which you become aware.

7. CONFIDENTIALITY

i. *This Section explains that each party must respect each other's Confidential Information.*

As a reminder, our **Product Privacy Policy** explains our commitment to protecting School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information, and nothing in this Section 7 limits the parties' respective rights or obligations under the **Product Privacy Policy** or Section 8, below. A party will not disclose or use any Confidential Information of the other party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Agreement; (b) with the other party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each party agrees to protect the other party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care consistent with Applicable Law. Notwithstanding any exceptions in the definition of Confidential Information, the parties agree to treat all Education Records as Confidential Information and disclosure thereof is allowed only to the extent permitted under FERPA.

8. PRIVACY AND DATA

i. *This Section explains that the parties each have responsibilities to help protect the privacy of data ingested or maintained in the Offerings. The **Product Privacy Policy** explains, in more detail, how we protect information.*

8.1 Our Privacy Responsibilities

Our **Product Privacy Policy**, incorporated herein by reference, explains how we collect, use, share, and safeguard School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information accessed, recorded and collected through the Offerings, including any free, trial or beta Offerings. We rely on consent obtained from School, acting as an agent of the parent(s) or legal guardian(s) of School's students, as permitted by the Children's Online Privacy Protection Act ("COPPA") for using Offerings in connection with students under thirteen (13) years of age, if any, through a COPPA Notice and Disclosure Form we provide to you. For transparency and informational purposes, we also distribute this COPPA Notice and Disclosure Form to Subscription purchasing Schools with children of all ages, including ones who do not have students under thirteen (13) years of age. To the extent School is located in the European Union ("EU"), European Economic Area ("EEA"), or Switzerland, our **Data Processing Addendum** also applies to your use of the Offerings. School hereby authorizes us to use School Account Information in accordance with this Agreement, the **Product Privacy Policy** and, to the extent applicable, the **Data Processing Addendum**.

8.2 School Privacy Responsibilities

You represent and warrant that your collection, provision and use of School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or Log and Cookie Information through and in connection with the Offerings does not violate any Applicable Laws or rights of any third party. Without limiting the foregoing, to the extent you are using the Offerings, you represent and warrant that you have obtained all requisite consent for monitoring and recording information and communications, including the Activity Information. You are solely responsible for notifying the appropriate individuals about the existence of any Offerings on the Managed Devices or Accounts they use and/or in connection with their accounts associated with School's Account and

obtaining any required consent from such individuals in accordance with Applicable Law. Even if not required by Applicable Law, we recommend that you notify all users of Managed Devices or Accounts and their respective parents/guardians, teachers, and other appropriate staff about your use of Offerings. More specifically, we recommend that you provide such persons with a copy of our **Product Privacy Policy**, our COPPA Notice and Disclosure Form, and with respect to GoGuardian Offerings, GoGuardian's form Parental Letter, and any other parental information made available by us.

8.3 Educational Records; FERPA

Where School is located in the United States and to the extent we collect, through the provision or maintenance of any Offerings, any information that constitutes an Education Record, the parties agree that we are acting as a "school official" with "legitimate educational interests" in School's students' Education Records under FERPA, or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. School acknowledges and agrees that we may process School Account Information, Personal Student Information, Parent/Guardian Information, Activity Information and/or School Log and Cookie Information for the purpose of providing the Offerings and related functions. Our **Product Privacy Policy** explains how we cooperate with School under FERPA to fulfill Education Records requests directed from School (or through School from parents/guardians or eligible students). School represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to us as set out in this Agreement and the **Product Privacy Policy**.

8.4 Data-Related Disputes

School is solely responsible for resolving disputes between it and third parties regarding ownership or access to any School Account Information, and any Personal Student Information, Parent/Guardian

Information, Activity Information and/or School Log and Cookie Information, including any dispute with any Authorized User, user of a Managed Device or Account, or their families. School acknowledges and agrees that we have no obligation to resolve or intervene in such disputes.

8.5 Disclosure of School Information

You acknowledge, consent, and agree that we may access, preserve, and disclose your School Account Information, Personal Student Information and Parent/Guardian Information, Activity Information and/or School Log and Cookie Information if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) to enforce this Agreement or the [Product Privacy Policy](#); (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of us, our users, and/or the public.

9. ALERTS AND NOTIFICATIONS

This section applies to the GoGuardian Offerings only.

i. This Section explains that some GoGuardian Offerings are designed to generate alerts and/or have other notification features, and that, through your settings, you have some ability to control whether to receive certain alerts and/or notifications. It is important for you to understand these features and settings, and to review alerts and notifications carefully and promptly so that you can properly intervene to help students stay safe.

Some GoGuardian Offerings contain features that generate alerts and/or notifications for School or a designated Authorized User's review and attention related to a user's activity through a Managed Device or Account. These alerts and notifications are tools designed to help you support and protect the wellbeing of your students and school community. If

you receive an alert and/or gain access to any information that triggers a legal obligation, such as a reporting or intervention duty for you (including, for an example, an alert from a GoGuardian Offering that one of your students is potentially at risk of suicide), it is your sole responsibility to fulfill that legal obligation and take any additional, responsible actions necessary to safeguard the students in compliance with Applicable Law. In addition, to the extent you elect not to receive one or more types of alerts and/or notifications in your settings, you are solely responsible for that decision. Unless otherwise specified in the Supplemental Terms, we do not review alerts generated through any of the Offerings or take any action based on these alerts or review your settings.

Your escalation and notification list for such alert and/or notification feature in your account for a particular GoGuardian Offering may change from time to time, including because contact information changes (e.g., changes in School Profile Information, its Authorized School Personnel Information, Personal Student Information and Parent/Guardian Information (e.g., contact information, including an Authorized User's email address, or changes in Parent/Guardian Information), and Association Information, including, for example, the relationship of an Authorized School Personnel or a guardian/parent to a child/student changes (e.g., change in guardianship or educational rights holder). Without limiting the generality of Section 1.2.1, it is important that you maintain accurate and up-to-date Authorized School Personnel Information, Personal Student Information, Parent/Guardian Information, and Association Information to ensure the appropriateness and timeliness of any alerts and notifications generated through a GoGuardian Offering. It is also important that you remind parents/guardians to update School of any changes, including contact information and guardianship.

Additionally, without limiting the generality of the other terms of this Agreement, if your School uses GoGuardian Beacon or GoGuardian Admin (the self

harm smart alerts or Beacon starter function), your School represents and warrants that your School: (1) is solely responsible for having, to the extent legally required, an up-to-date and easily available suicide prevention policy; (2) is solely responsible for having, to the extent legally required, a necessary suicide prevention program; and (3) your School will notify parents/guardians about your School's adoption of GoGuardian Beacon and educate them about suicide prevention (including, suicide risk factors, warning signs, and resources) before enabling the Guardian Notification feature (or similar functionality) of GoGuardian Beacon or GoGuardian Admin (the self harm smart alerts or Beacon starter function).

10. CONTENT, COPYRIGHT POLICIES, AND COMMUNITY GALLERIES

i. This Section explains how content is used in certain Offerings and the rights to such content.

10.1 Content in the Services Generally.

10.1.1 You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings ("Content") is the sole responsibility of the person from which such Content originated. All such Content that is uploaded into or generated in any Offerings by or on behalf of you or your Authorized Users shall be referred to herein as "Your Content".

10.1.2 You should be aware that Content, other than Your Content, made available as part of any Offerings, including but not limited to licensed and sponsored-Content, may be protected by intellectual property rights which are owned by the third party that provided that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on such Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of such Content, in a separate agreement.

10.1.3 We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content, including Your Content, from any Offering.

10.1.4 You understand that by using any Offering, you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use any Offering at your own risk.

10.1.5 You agree that you are solely responsible for (and that neither Liminex nor any Liminex Parties from which you purchased any Offerings have any responsibility to you or to any third party for) any Content that you create, transmit or display while using any Offering and for the consequences of your actions (including any loss or damage which any Liminex Party may suffer) by doing so.

10.2 License to Your Content

10.2.1 You retain copyright and any other rights you already hold in Your Content that you submit, share, upload, post or display on or through, any Offering. Unless otherwise stated in a separate written agreement between Liminex and You, by submitting, sharing, uploading, posting, or displaying Your Content you hereby grant to Liminex and our Affiliates a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute Your Content, solely for the purpose of enabling Liminex and our Affiliates to provide you with any Offering in accordance with the terms of this Agreement and the **Product Privacy Policy**.

10.2.2 You understand that, in performing the required technical steps to provide any Offering to our users, we may (a) transmit or distribute Your Content over various public networks and in various media; and (b) make such changes to Your Content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit us to take these actions.

10.2.3 You confirm and warrant that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display any Content on or through, any Offering that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display such Content and to grant Liminex all of the license rights granted in this Section.

10.3 Copyright Policies

10.3.1 It is our policy to terminate access privileges of any users who repeatedly infringe copyright(s) embedded or used in connection with our Offerings upon prompt notification to Liminex by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on or within the Offerings in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on or within the Offerings of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact information for Liminex's Copyright Agent for notice of claims of copyright infringement is as follows:

Copyright Agent

Liminex, Inc.

2030 E Maple Ave, Suite 100

El Segundo, CA 90245

We may remove any Content from the Offering if we believe or have reason to believe such Content infringes the intellectual property rights of a third party. Without prior notice and at any time, in our sole discretion, we reserve the right to remove any Content, disable your ability to share or upload Content through the Offerings, or terminate your access to any Offerings (a) for uploading or sharing such Content in violation of this Agreement; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

10.3.2 We reserve the right in our sole discretion to decide whether your conduct is inappropriate and whether it complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. We may terminate your access for such inappropriate conduct in violation of this Agreement at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

10.4 Third Party Websites and Resources

10.4.1 The Offerings may include hyperlinks to other websites or resources that are controlled, owned or operated by third parties. You acknowledge and agree that we have no control over any such websites or resources and you access and use such websites and resources at your own risk.

10.4.2 Without limiting the foregoing, you acknowledge and agree that neither Liminex, its Affiliates nor any Authorized Reseller are responsible for the availability of any such external sites or resources, and that we do not endorse any advertising, products or other materials on or available from such websites or resources.

10.4.3 You acknowledge and agree that neither Liminex, its Affiliates nor any licensor or Authorized Reseller are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any

reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

10.5 Community Galleries and Gallery Content

10.5.1 Certain Offerings may contain galleries (“Community Galleries”), which may include Content, including templates or questions, supplied by us or third parties, including other users of any Offerings (“Other Content Users”). Community Galleries include any Content, library or gallery that we choose at our discretion to make available to you as part of the Community Galleries (such content, the “Gallery Content”). As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

10.5.2 The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. We do not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided “as is” and without warranty of any kind. You alone bear the risk of using Gallery Content. No Liminex Party provides any express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under Applicable Law, the Liminex Parties expressly disclaim any and all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

10.5.3 If you choose to submit Your Content to become part of the Community Galleries (“Your Gallery Submission”), you direct and authorize Liminex and its affiliates to host, link to, and otherwise incorporate Your Gallery Submission into any Offering, and you hereby grant to Liminex and its Affiliates, and the Other Content Users an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to:

(A) reproduce Your Gallery Submission or any component thereof;

(B) create and reproduce derivative works of Your Gallery Submission [or any component thereof; or

(C) publicly display and distribute copies of Your Gallery Submission or any components or derivatives thereof (“Your Gallery Submission License”).

10.5.4 For the avoidance of doubt, we reserve, and you hereby grant us, the right to syndicate Your Gallery Submission and to use Your Gallery Submission in connection with any of the Offerings. While you may stop distributing Your Gallery Submission through the Community Galleries at any time, doing so will not in any way affect our right or the right of Other Content Users to exercise the rights granted to us as part of Your Gallery Submission License under this Agreement. To stop distributing Your Gallery Submission through the Community Galleries, (1) for Pear Deck Offerings, you must send an email to support@peardeck.com, in which case Your Gallery Submission will be removed in accordance with our standard procedures; and (2) for Edulastic Offerings and Giant Steps Offerings, you must delete Your Content or change Your sharing level permissions.

10.5.5 You represent and warrant that (a) you own or have obtained the necessary legal rights to provide Your Gallery Submissions and will maintain these rights for as long as Your Gallery Submission is made available to Other Content Users; and (b) all of Your Gallery Submissions abide by the posted Program Policies.

10.5.6 We claim no ownership over any of Your Gallery Submission. You retain copyright and any other rights, including all intellectual property rights, you already hold in Your Gallery Submissions. You agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

10.5.7 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any of Your Gallery Submissions that you submit. We are not in any way responsible for the subsequent use or misuse by any Other Content User

or other third party who accesses Your Gallery Submission through any Offering or otherwise.

11. APP STORE SOURCED APPLICATION

i. This Section explains terms related to accessing and downloading an App Store Sourced Application.

11.1 Accessing and Downloading an App Store Sourced Application from an App Store

You acknowledge that the Agreement is between you and Liminex or one of its Affiliates, and not with the App Store. We, not the App Store, are solely responsible for Offerings, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You agree to comply with, and your license to use the Offerings is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using the Offerings. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

11.2 Accessing and Downloading an App Store Sourced Application from the Apple App Store

11.2.1 You acknowledge and agree that (a) the Agreement is concluded between you and us only, and not Apple, and (b) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Apple App Store Terms of Service. You agree to only use an App Store Sourced Application that is accessed through or downloaded from the Apple App Store (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

11.2.2 You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support

services with respect to the App Store Sourced Application.

11.2.3 In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and if applicable, Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between the Liminex Parties and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of the Liminex Parties.

11.2.4 You and the Liminex Parties acknowledge that, as between the Liminex Parties and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (a) product liability claims; (b) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

11.2.5 You and the Liminex Parties acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between the Liminex Parties and Apple, the Liminex Parties, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.2.6 The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the

Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

11.2.7 Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

12. WARRANTIES, DISCLAIMER, AND RELEASE

i. This Section explains that we strive to provide you with our Offerings with a certain level of skill and care, but we cannot promise that our Offerings are perfect.

We provide the Offerings using a commercially reasonable level of skill and care, but we cannot make guarantees about the operation, use or results achieved through the use of the Offerings.

ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH OFFERING IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SCHOOL'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH SCHOOL. THE LIMINEX PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. THE LIMINEX PARTIES MAKE NO WARRANTY THAT ANY OFFERINGS WILL MEET SCHOOL'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. SCHOOL IS SOLELY RESPONSIBLE FOR THE SCHOOL ACCOUNT INFORMATION, THE MEANS BY WHICH SCHOOL ACQUIRES SCHOOL ACCOUNT

INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND SCHOOL LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE OFFERINGS, INCLUDING ANY AUTOMATICALLY GENERATED ALERTS THAT SCHOOL MAY RECEIVE. WE ARE NOT A MEDICAL HEALTHCARE PROVIDER. SCHOOL UNDERSTANDS AND AGREES THAT LIMINEX AND THE OTHER LIMINEX PARTIES ARE UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE OFFERINGS TO SCHOOL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

SCHOOL HEREBY RELEASES EACH OF THE LIMINEX PARTIES AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY SCHOOL, ANY AUTHORIZED USER, ANY USER OF A MANAGED DEVICE OR ACCOUNT OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OFFERING, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO SCHOOL. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.

13. INDEMNIFICATION

School agrees, to the extent permitted by Applicable Law (and in the United States, the School's state laws), to indemnify, defend and hold Liminex and the other Liminex Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) School's failure to receive any consents or provide any notices

required to be received or provided under Applicable Law in respect of all users of Managed Devices or Accounts, including for the monitoring and recording of Activity Information in connection therewith; (b) errors in the School Account Information, including Association Information, Parent/Guardian Information, Personal Student Information, and School's selection of settings in the Offerings and maintenance of Authorized User accounts and their permission levels; (c) School's acts or omissions relating to or regarding alerts generated through GoGuardian Beacon or GoGuardian Admin; (d) School's failure to comply with Applicable Laws, including Applicable Mental Health Laws; (e) School's violation of any rights of another party, including any users of Managed Devices or Accounts, (f) Your Content that you submit, share, upload, post or display on or to any Offering; (g) any use by other users of the Offerings of Your Content; and (h) any claim that Your Content violates any Applicable Laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 13, and in any event, School agrees to cooperate with us in asserting any and available defenses.

14. LIMITATIONS AND EXCLUSIONS OF LIABILITY

14.1 Disclaimer of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LIMINEX OR ANY OTHER LIMINEX PARTY BE LIABLE TO SCHOOL OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF LIMINEX OR THE OTHER LIMINEX PARTIES HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE OFFERINGS IS AT SCHOOL'S OWN DISCRETION AND RISK, AND SCHOOL WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY OFFERING, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF LIMINEX AND ANY OTHER LIMINEX PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR SCHOOL'S USE OR INABILITY TO USE AN OFFERING (WHETHER ORDERED DIRECTLY FROM A LIMINEX PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY SCHOOL (WHETHER TO A LIMINEX PARTY OR AN AUTHORIZED RESELLER) FOR THE OFFERING GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SCHOOL AGREES THAT OUR LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SCHOOL.

14.3 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law and Venue

This Agreement and any dispute arising from or relating to this Agreement are governed by the laws of the state of California, United States, without regard to its conflict of law principles. You further agree to accept service of process by mail. To the extent the parties are permitted under this Agreement to initiate litigation in court, the parties consent to exclusive personal jurisdiction and venue in the courts located in Los Angeles County, California. If School is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then School's state's law will apply. If School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then School's state's required venue and jurisdiction will apply.

15.2 Dispute Resolution; Binding Arbitration; Class Action Waiver (“Arbitration Agreement”)

In the event of a dispute, claim, or controversy arising out of or relating to this Agreement, any Offering, any person's access to and/or use of the Offering, and/or the provision of content, features, and/or technology on or through the Offering (collectively, “Claims”), the parties must first give the other notice of the Claim. This notice must include a brief written statement with the name, address, and contact information of the party giving it, as well as the facts giving rise to the Claim and the relief requested. You must send any such notice to Liminex by email to legal@goguardian.com AND by U.S. Mail to Liminex, 2030 E Maple Ave Suite 100, El Segundo, CA 90245. If we have your contact information, we will send any such notice to you by U.S. Mail and your email address.

The parties shall use reasonable, good faith efforts to resolve any Claim through consultation and good faith negotiations within thirty (30) days from the date that any notice of a Claim is sent. After thirty (30) days, you or we may resort to the other alternatives described in

Section 15.2.1. Notwithstanding the foregoing, the notice requirement in this section and the 30-day negotiation period required shall not apply to Claims involving patents, copyrights, moral rights, trademarks, trade secrets or piracy or unauthorized use of an Offering.

15.2.1 Binding Arbitration

Arbitration Rules and Forum Except as otherwise specifically set forth below, any Claims between you and us, if unresolved through informal consultation and negotiation pursuant to the preceding paragraph, shall be resolved by binding arbitration to be held in Los Angeles, California. Notwithstanding the foregoing, if School is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires a different location for arbitration other than Los Angeles, California, then School's state's required location for binding arbitration will apply. If School that is a United States public and accredited educational institution and your consent to binding arbitration is expressly prohibited by the laws of the state within the United States in which School's educational institution is domiciled, then this Section is hereby waived. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, governed by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures (collectively, "JAMS Rules"), as modified by this Agreement, and administered by JAMS. The JAMS Rules and fee information are available at www.jamsadr.org or by calling JAMS at 1-800-352-5267. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement, and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of each party. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.

Exceptions: Litigation of Intellectual Property and Small Claims Court Claims concerning patents, copyrights, moral rights, trademarks, and trade secrets, and Claims of piracy or unauthorized use of any Offering shall not be subject to arbitration under this Section 15.2.1. In addition, the parties may choose to pursue a Claim in small claims court where jurisdiction and venue over the parties otherwise qualify for such small claims court and where the Claim does not include a request for any type of equitable relief.

Authority of Arbitrator: In binding arbitration, the arbitrator shall have the authority (a) to grant motions dispositive of all or part of any Claim; (b) to award monetary damages; and (c) to grant any non-monetary remedy or relief available to an individual under Applicable Law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Confidentiality: All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. Both parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent either party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

15.2.2 Class Action Waiver

THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The parties are instead electing that all Claims not otherwise resolved informally as permitted above shall be resolved by arbitration under this Arbitration

Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16. MISCELLANEOUS

16.1 Changes to this Agreement

Before we make a material change to this Agreement, we will notify you as described in this Section. We may make immaterial changes (e.g., correcting a typographical error or another immaterial change) without notifying you. Please regularly review our Website and your Account for any changes. On our Website, we provide notice of any changes by posting the updated Agreement with a “Last Updated” date indicating the date of our most recent update. If we make material changes to this Agreement, we will also take an additional step (beyond posting on our Website) of notifying you of changes in another way that we believe is reasonably likely to reach you, such as emailing you at your email address associated with your Account, posting an announcement on our Website, or via a pop up in our Offering. Some changes may require your consent before further use of the Offerings is permitted. If you do not agree to any change(s), you agree to stop using the Offerings, and email us at terms@goguardian.com. Otherwise, your continued use of the Offerings after a change made in accordance with this provision constitutes your acceptance of such change(s).

16.2 Entire Agreement

This Agreement, including any applicable Order Forms and any terms and policies that are incorporated into this Agreement by reference (including by reference to a URL), including any applicable Supplemental Terms, constitutes the entire agreement between you and the Liminex Parties with respect to the subject matter hereof and supersedes all prior agreements between you and the Liminex Parties and any other contractual obligations any Liminex Party or you may

have to the other, whether written or oral, relating to the same subject matter. We reject additional or conflicting terms of School's form-purchasing document you provide to us in connection with your procurement of access to any Offering. The headings of this Agreement are for readability only and do not constitute terms.

16.3 Language

You agree that this Agreement and all related documents shall be drawn up in the English language.

16.4 Severability

If any provision of this Agreement is invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.

16.5 Force Majeure

Our failure to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemy, actions of governmental authorities outside of our control (excepting compliance with applicable codes and regulations), or other force majeure event will not be considered a breach of this Agreement.

16.6 No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16.7 Electronic Communications

The communications between you and Liminex or its Affiliates may take place via electronic means, whether you use an Offering or send us e-mails, or whether we post notices on or through any Offering or communicate with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we

provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

16.8 Assignment

This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.9 Notice

Where we require that you or any Authorized Users provide an e-mail address, you are responsible for ensuring that we are provided with the most current e-mail address for the designated Authorized User. In the event that the last e-mail address provided to us is not valid, or for any reason is not capable of receiving any notices required/ permitted by this Agreement, our dispatch of the e-mail containing such notice to such address will nonetheless constitute effective notice. You may give notice to us at the following address: 2030 E Maple Ave, Suite 100, El Segundo, CA 90245. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.10 Waiver

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.11 Export Control

You may not use, export, import, or transfer any Offering except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Offering, and any other Applicable Laws. By using any Offering,

you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not permit any Authorized User to access or use any Offering, or deploy any Offering on any device or account, in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

17. DEFINITIONS

For the purposes of this Agreement, the following capitalized terms will have the meanings set forth for each of them below:

17.1 Add-on means any additional license to an Offering, beyond the original Licensed Capacity purchased, the parties agree to add to School’s Subscription during a Subscription Term.

17.2 Activity Information means information about online account and activity collected at the Authorized User level, in connection with Managed Devices or Accounts, including, for GoGuardian Offerings, chats (within GoGuardian Teacher), a student’s browsing history, IP address automatically collected by GoGuardian, online content, screenshots, and key input patterns (but not the actual inputs) to identify behaviors like gaming, and for Pear Deck Offerings and Giant Steps Offerings, information about the student’s activity within a presentation or session, including engagement with and any student content generated in the session, and, Your Content that is uploaded into or generated in any Offerings. This may include free text, multiple choice answers, drawings, or URLs. For Edulastic Offerings, information from or about any activity when an Authorized User is logged on, including audio recordings in an assessment may be collected. TutorMe may collect additional information, from or about any activity when an Authorized User is logged on including, chats, audio and video recording during virtual tutoring sessions, free text or drawings on the whiteboard during virtual

tutoring sessions, and documents submitted to the TutorMe Writing Lab.

17.3 Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

17.4 Applicable Law means any applicable federal and state laws, rules and regulations, applicable to the parties and/or the Offerings, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), and the Applicable Mental Health Laws.

17.5 Applicable Mental Health Law means any federal and state laws, rules and regulations applicable to School’s suicide and self-harm program and use of GoGuardian Beacon or GoGuardian Admin (self-harm smart alerts and/or Beacon Starter), including applicable law mandating staff training, certain suicide staff roles such as suicide prevention coordinators, and school prevention, intervention, and post-intervention policies.

17.6 Association Information means information associating a particular student or other user of a Managed Device or Account to a particular Managed Device or Account, as well as information about associations between any such user of a Managed Device or Account with School, an organizational unit or other grouping within the school (e.g., grade, class, cohort), a parent or guardian or a school official or Authorized School Personnel. Association Information does not include Activity Information.

17.7 Authorized Reseller means an entity authorized by Liminex or one of its Affiliates to sell Subscriptions to one or more Offerings under the terms of this Agreement and with which School has contracted directly to purchase the Offerings.

17.8 Authorized User means an individual who is authorized by School to use an Offering, for whom School has purchased or provisioned a Subscription, and to whom School (or, when applicable, Liminex or one of its Affiliates, at School's request) has supplied access credentials (for Offerings utilizing authentication). Authorized Users include, for example, Authorized School Personnel and agents and third parties such as students and parents/guardians.

17.9 Authorized School Personnel means an Authorized User who is an employee, teacher, or official of a School or a School's district.

17.10 Authorized School Personnel Information means information about Authorized School Personnel, including permission levels associated with the Authorized School Personnel, chat messages between students and teachers using an Offering, such as GoGuardian Teacher, unique account identifiers generated by a us, and other relevant unique identifiers.

17.11 Confidential Information means (a) any software utilized by us in the provision of any Offering and its respective source code; (b) each party's business or technical information, including but not limited to the User Documentation, information relating to software plans, designs, costs, prices and names, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) any special pricing or other non-standard terms agreed to by the parties in an Order Form or other separate written document. Confidential Information will not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (x) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (y) was independently developed by a party without breach of any obligation owed to the other party; or (z) was or

is received from a third party without breach of any obligation owed to the other party.

17.12 Deidentified Information means aggregated and anonymized data which may be derived from School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information; provided such Deidentified Information cannot reasonably be used to identify any Authorized User, user of a Managed Device or Account, or any other individual.

17.13 Education Records means “education records” as defined under the FERPA regulation 34 CFR § 99.3.

17.14 Account means an account created by or on behalf of School that is associated with one or more Offerings for which School has a Subscription, which is then used by School to manage access and use of the Offering(s) by School and its Authorized Users.

17.15 Liminex Information means (a) all Deidentified Information; and (b) any information collected by Liminex or its Affiliates independently and without access to, reference to or use of any School Account Information, Personal Student Information, Parent/Guardian Information, School Log and Cookie Information, or Activity Information.

17.16 Offering mean any product or service, including Professional Services, made available by Liminex or its Affiliates, including the GoGuardian Offerings, the Pear Deck Offerings, the Edulastic Offerings, the TutorMe Offerings, and the Giant Steps Offerings.

17.16.1 GoGuardian Offering(s) means Liminex’s suite of products and services, including Professional Services, provided under the GoGuardian brand, other than the Websites.

17.16.2 Pear Deck Offering(s) means Liminex’s suite of products and services, including Professional Services, provided under the Pear Deck brand, other than the Websites.

17.16.3 **Edulastic Offering(s)** means Liminex's suite of products and services, including Professional Services, provided under the Edulastic brand, other than the Websites.

17.16.4 **Giant Steps Offering(s)** means Liminex's suite of products and services, including Professional Services, provided under the Giant Steps brand, other than the Websites.

17.16.5 **TutorMe Offering(s)** means Liminex's suite of products and services, including Professional Services, provided under the TutorMe brand, other than the Websites.

17.17 **Liminex Parties** means Liminex, its Affiliates, including Pear Deck, Edulastic, TutorMe, and each of their respective licensors, suppliers, officers, directors, employees, shareholders, agents and representatives.

17.18 **Licensed Capacity** means the number of licenses to an Offering covered by a Subscription during a Subscription Term (e.g., depending on the particular offering and licensing model indicated on the Order Form, the number of accounts, authorized devices, installations, seats, or tutoring hours).

17.19 **Managed Device or Account** means any device and/or account of a student or user for which School deploys or installs an Offering or seeks participation from an Offering for such purpose in accordance with the terms of this Agreement.

17.20 **Order Form** means a written or online ordering document, communication, form, statement of work, or other documentation that specifies the Offering(s) to be provided and which is either executed or submitted by you, and then accepted by a Liminex, one of its Affiliates or one of their Authorized Resellers. Each Order Form identifies the purchased Offering(s), any applicable fees, and, for licensed products and services, the Subscription Term and Licensed Capacity, as well as any other terms as agreed to between the parties. If an Order Form with School indicates that any School Affiliates will be receiving access to the Offering(s) hereunder, each of them will

be bound by the terms of this Agreement as if they were an original party hereto.

17.21 Parent/Guardian Information means any data or information provided, submitted, or made available in an Offering about a parent or guardian of a student user of a Managed Device or Account, including the individual's association with a particular child and his or her contact information (e.g., email address).

17.22 Content means all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, any Offerings.

17.23 Personal Student Information means information provided, submitted, or made available in an Offering about a student user of a Managed Device or Account (including, the student's School-managed account information, Activity Information, grade and attendance data, and location information to the extent collected) that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a School, including Educational Records defined herein.

17.24 Professional Services means any supplemental technical, training, support, consulting or implementation services that Liminex or one of its Affiliates provides to you, as set forth in an Order Form. Any purchased Professional Services, whether provisioned in connection with or support of another Liminex Offering, shall be deemed an Offering hereunder.

17.25 School means the school, school district, corporation, organization, college, university, or other legal entity identified on an Order Form on whose behalf the individual accepts this Agreement and, and any Affiliates of that school, school district, corporation, organization or other legal entity have entered into Order Form(s) (for so long as they remain Affiliates).

17.26 **School Account Information** means School Profile Information, Authorized School Personnel Information, and Association Information.

17.27 **School Affiliate** means any Affiliate of School that has been designated in an Order Form as authorized to access the Offerings under this Agreement.

17.28 **School Log and Cookie Information** means analytics, log and event information, such as IP address, Internet service provider (ISP), date and time stamp, browser language, browser type, amount of time spent on particular portions of the Offerings, service diagnostics and technical logging information, device information, and/or other general usage data, automatically collected by or on behalf of Liminex or an Affiliate.

17.29 **School Profile Information** means the name, email address, and phone number of the individual ordering the Offering on School's behalf, as well as the School's name, address, billing address, of the School or Authorized User, as applicable, the number of devices, number of students, and network configuration, and to the extent an Account is created for School, the password created for such Account.

17.30 **Subscription** means a time-limited right granted to School to access and use one or more licenses to an Offering under the terms of this Agreement.

17.31 **Subscription Term** means the period of time for which you subscribe (whether through a standard license or as part of a trial or beta license) to a particular Offering, as specified in an Order Form. For the avoidance of doubt, "Subscription Term" includes the initial Subscription Term agreed to in the Order Form and any subsequent renewal Subscription Term under that Order Form.

17.32 **User Documentation** means the online user guides, documentation, and help and training materials we make accessible at GoGuardian [Help Center](#), the Pear Deck [Help Center](#), the Edulastic [Help Center](#), the Giant Steps [Help Center](#), the

TutorMe Help Center, the **Code of Conduct - TutorMe**, or such other URL we identify from time to time, and any other materials we provide as part of the Offerings, all as may be updated from time to time.

17.33 **Website(s)** means the Liminex or its Affiliates' websites made available online to the public that are not the Offerings.



Who We Serve

- K-12 School or District
- College or University

About

- Company
- Newsroom
- Privacy and Trust

Support

- Become a Tutor
- Contact Us
- Help Center [↗](#)
- Code of Conduct



Resources

- Visit Resource Hub
- Articles



California Notice



Your Privacy Rights

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Privacy Policy

Terms of Service

Accessibility

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO

BACKGROUND INFORMATION:

Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and show them and families how to prevent future injuries. This type of service is per student’s Individualized Education Program (IEP).

Cost implications are estimated at \$40,000.00 (includes evaluations, consultations, and attending IEPs).

RECOMMENDATION:

Approve the agreement with MyPT San Diego for school year 2023-24 to provide physical therapy services at an estimated cost of up to \$40,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e., English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.

Personnel (e.g., instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$40,000.00

(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 13th day of July, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego
Company/Consultant

(619) 701-7489
Telephone Number

3445 Xenophon Street, San Diego, CA 92106
Address

cathy@myptsandiego.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023

To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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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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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

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

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breach and data breach response costs for customer notification and credit monitoring service fees.

District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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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.

(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

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	MyPT San Diego
Name:	Cathy Alford
Title:	Physical Therapist Consultant
Address:	3445 Xenophon Street
City/State/Zip Code:	San Diego, CA 92106
Telephone:	(619) 701-7489
Email:	cathy@myptsandiego.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

MyPT San Diego

Firm Name

Cathy Alford, Physical Therapist Consultant

Print Name, Title

Date:

Phone Number: (619) 701-7489

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

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ATTACHMENT NO. 1

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: MyPT San Diego

Name/title of authorized representative (Print) Cathy Alford

Signature _____ Date _____

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

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EXHIBIT A

SCOPE OF WORK

Services include:

- Physical therapy evaluations
- Physical Therapy Consultation
- IEP meeting attendance

Total costs up to \$40,000.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH BONITA SPEECH SERVICES

BACKGROUND INFORMATION:

Since the San Ysidro School District has a shortage of speech therapists, the district offers families with an outside agency that can provide speech services to students with special needs per their IEP. Bonita Speech Services has been selected by several parents to conduct speech evaluations and speech therapy services.

Cost implications:

1. Assessment: \$2,220.00
2. Speech therapy: \$160.00/hr, \$120.00/45 minutes

RECOMMENDATION:

Approve/Ratify the Agreement with Bonita Speech Services for the 2023-2024 school year to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBA
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of July, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Bonita Speech Services
Company/Consultant

619-736-4540
Telephone Number

730 Redlands Pl, Bonita, CA 91902
Address

Bonitaspeech.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

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

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2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable)**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing 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 _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to

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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.

(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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "**design professional**" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

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by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

COMPANY:	Bonita Speech Services
Name:	Katarina Fray
Title:	Speech-Language Pathologist
Address:	730 Redlands Pl
City/State/Zip Code:	Bonita, CA 91902
Telephone:	619-736-4540
Email:	kate@bonitaspeech.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Bonita Speech Services

Firm Name

Signature of Authorized Agent

Bonita Speech Services

Print Name, Title

Date:

Phone Number: 619-736-4540

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE 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: Bonita Speech Services

Name/title of authorized representative (Print) Katarina Fray

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

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ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

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EXHIBIT A

SCOPE OF WORK

Bonita Speech Services will be providing the following services:

1. Speech Evaluation \$2,220.00/assessment (including IEP meeting attendance not to exceed 2 hours)
2. Speech Therapy \$160/hr, or \$120/45min

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH BRIDGE THE GAP SPED, LLC

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, approved by SELPA will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regards to communication development strategies.

Cost Implications: Speech-Language Pathologist (SLP): \$90.00/hour x 8 hours/day

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Agency Master Contract with Bridge The Gap Sped, LLC for school year 2023-2024, to provide speech services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$90.00/hr
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2023-2024

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board 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 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

**San Diego County Nonpublic Master Contract
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2023-2024

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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2023-2024

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 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 timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Marilyn Adrianzen, Chief Buisness Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 ext 3004
Phone

(619) 428-9355
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Monique D. Somers, Owner/CEO
Name/Title

Bridge the Gap Sped, LLC
Nonpublic

1649 Portside Place
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.

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SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

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: _____

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

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

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: _____

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: July 13, 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 THE SPEECH PATHOLOGY GROUP, INC.

BACKGROUND INFORMATION:

The Speech Pathology Group, Inc., a non-public agency, approved by SELPA will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year, to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff regarding communication development strategies.

Cost Implications: \$92.50/hr

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Agency Master Contract with The Speech Pathology Group, Inc. for school year 2023-2024, to provide with speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$92.50/hr

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2023-2024

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MAIN DOCUMENT

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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**San Diego County Nonpublic Master Contract
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2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and The Speech Pathology Group, Inc. ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 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 timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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

2023-2024

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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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:

Susan Stark, President
Name/Title

The Speech Pathology Group, Inc.
Nonpublic

2021 Ygnacio Valley Road C-103
Address

Walnut Creek CA 9498
City State Zip

(925) 945-1478 x198
Phone

(925) 945-1478
Facsimile

contracts@pgtherapy.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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SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 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: _____

Susan Stark, President

(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: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

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

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

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Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
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Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
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Specialized Services for Low Incidence Disabilities (610)		
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: _____

Susan Stark, President
(Type) Name and Title



LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH THE STEPPING STONES GROUP, LLC

BACKGROUND INFORMATION:

The Stepping Stones Group, LLC a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: LVN: \$49.13 per hour
Health Aide/CNA: \$31.56 per hour
SLP: \$91.05 per hour
Behavior Intervention Services: \$91.05 per hour
Registered Behavior Technician: \$66.00 per hour
Social Worker Services: \$91.05 per hour
Psychological Services: \$92.80 per hour

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Agency Master Contract with The Stepping Stones Group for school year 2023-2024 to provide several special education services. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

To be determined
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

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San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2023-2024

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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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San Diego County Nonpublic Master Contract Main Document

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and The Stepping Stone Group, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 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 timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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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 - 9355
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Laurie McCloskey, Senior Vice President
Name/Title

The Stepping Stone Group, LLC
Nonpublic

99 S. Alamden Boulevard, Suite 600
Address

San Jose CA 95113
City State Zip

(760) 208 - 5999
Phone

()
Facsimile

laurie.mccloskey@ssg-healthcare.com
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2023-2024

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Laurie McCloskey, Senior Vice President
(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: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

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

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group, LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$91.05</u>	<u>hr</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$67.91</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>\$49.13</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>\$61.78</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>\$49.13</u>	<u>hr</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>\$61.78</u>	<u>hr</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>\$31.56</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>

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

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)	\$91.05	hr
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation	\$91.05	hr
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	\$66.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

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

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

Laurie McCloskey, Senior Vice President
(Type) Name and Title

DATE: _____



LEA
Local Educational Agency

Authorized Representative Signature

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

DATE: _____

LEA Board Approval

DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: DISPOSAL OF KITCHEN OVENS

BACKGROUND INFORMATION:

The two Montague ovens currently utilized in the kitchen of Sunset Elementary will be substituted with two Rational Combi-ovens, which have been stored in the district warehouse for an extended period.

Proper transportation and disposal procedures must be followed for the two existing ovens located at Sunset School as described below. Tech24 is the company providing the installation of the new ovens and will dispose of the two old ovens.

Manufacturer: Montague
SYSD Barcodes: #016228SYSD and #016227SYSD
Make: Montague
Model: Vectaire HX NSF #D067507

RECOMMENDATION:

Approve the disposal of two old Montague ovens located at Sunset School.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

TBD

(Amount)

Child Nutrition Fund 13

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 13, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE ESSER III SUMMER GRANT PROGRAM ASSURANCE

BACKGROUND INFORMATION:

This Agreement for the Elementary and Secondary School Emergency Relief III (ESSER III) Summer Grant Program is entered into and effective as of the 1st day of July 2022 by and between the San Diego County Superintendent of Schools (SDCOE) and San Ysidro Elementary (hereinafter referred to as "District") who agrees to contract for and provide the ESSER III Summer Grant Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ESSER III Summer Grant Program, in accordance with the provisions of the California Education Code (EC) Sections 8482-8484.65 and Assurance 1 and 5 of the ESSER III Summer Grant Assurances.

The ESSER III Summer Grant Program is considered a direct grant and payments shall be made to participating Districts for each operating site (Ocean View Hills, San Ysidro Middle and Willow). The District's annual ESSER III Summer Grant Program allocation(s) shall not exceed \$250,000.00 minus 2% for SDCOE Administrative fees for a total of \$245,000.00. The term of this MOA is from July 1, 2021, and will end September 30, 2023.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the ESSER III Summer Grant Program Assurance with the total allocation of \$245,000.00 for our District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Grant Award:
\$245,000.00
(Amount)

ESSER III Summer Grant
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

This Agreement for the Elementary and Secondary School Emergency Relief III Summer Grant Program (ESSER III Summer Grant Program) is entered into and effective as of the 1st day of July 2022 by and between the **San Diego County Superintendent of Schools** (hereinafter referred to as “SDCOE”) and **San Ysidro Elementary** (hereinafter referred to as “District”) who agrees to contract for and provide the ESSER III Summer Grant Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ESSER III Summer Grant Program, in accordance with the provisions of the [California Education Code \(EC\) Sections 8482-8484.65](#) and Assurance 1 and 5 of the [ESSER III Summer Grant Assurances](#). Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ESSER III Summer Grant Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District’s failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

1. SCOPE OF SERVICES: GENERAL CONDITIONS

A. DISTRICT ASSURANCES

In accordance with the grant application purpose and background, the ESSER III Summer Grant Program is for the implementation of evidence-based summer enrichment programs that respond to students’ academic, social, and emotional needs. Funding is provided to address the disproportionate impact of the coronavirus on the student populations described in Section 1111(b)(2)(B)(xi) of the Elementary and Secondary Education Act of 1965 ([20 United States Code \[U.S.C.\] 6311\[b\]\[2\]\[B\]\[xi\]](#)), students experiencing homelessness, and children and youth in foster care.

Operational Requirements

1. ESSER III Summer Grant Program activities and services are provided at existing ASES sites already approved by the CDE.
2. ESSER III Summer Grant Program funds should be used to establish and/or enhance Summer Expanded Learning Programs during summer, vacation, and intersession time periods.
3. ESSER III Summer Grant Program attendance must be tracked separately from existing ASES programs.
4. Every student attending a school operating an ESSER III Summer Grant program is eligible to participate, subject to program capacity. [Assurance 3 of the [ESSER III Summer Grant Assurances](#)]
5. Schools offering offsite programming must inform the SDCOE in writing prior to the initiation of offsite programming. Offsite programs must ensure communication with the instructional day teachers, staff, parents and students and comply with all statutory and

regulatory requirements that are applicable to similar programs at the school site, in accordance with Assurances 4 and 10 of the [ESSER III Summer Grant Assurances](#).

6. District will ensure that the program maintains a student-to-staff ratio of no more than twenty-to-one. ESSER III Summer Grant Program funding may not be used to support the ASES core program's twenty-to-one student-to-staff ratio. [Assurance 6 of the [ESSER III Summer Grant Assurances](#)]
7. All program staff and volunteers are subject to a health screening and fingerprint clearance requirements as set forth in current law and District policy. [Assurance 7 of the [ESSER III Summer Grant Assurances](#)]

Program Requirements

ESSER III Summer Grant Program activities must include the following elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science. (*EC* Section 8482.3[c][1][A])
2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. (*EC* Section 8482.3[c][1][B])

Expenditure Restrictions

1. ESSER III Summer Grant Program funding must “supplement, not supplant, existing services and may not be used to supplant federal, state, local, or non federal funds.” [Assurance 8 of the [ESSER III Summer Grant Assurances](#)]
2. Programs may not use ESSER III Summer Grant Program funding to pay for existing levels of service funded from any other source.
3. ESSER III Summer Grant Program funding may not be used for new construction, entertainment, or purchases not directly related to grant requirements.
4. All purchases made by the ESSER III Summer Grant Program funding must be reasonable and necessary.
5. ESSER III Summer Grant Program expenditures must be tracked separately from expenditures for existing ASES programs.
6. Indirect costs may not exceed 5%. [Assurance 9 of the [ESSER III Summer Grant Assurances](#)]

As the official Grantee of Record, the SDCOE will provide the following:

1. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ESSER III Summer Grant Program.
2. Maintain files of MOAs and invoices submitted by implementing districts.
3. Establish and maintain master files of funding levels, expenditures, allocations, and payment transmittals.

4. Verify all ESSER III Summer Grant Program funding levels and allocations based on official records provided by CDE.
5. Provide funding notification and payment distribution to Districts in a timely manner.
6. Using information provided by the District, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 2 of the [ESSER III Summer Grant Assurances](#)]
7. Coordinate any publicity, press releases or media coverage of programs with District prior to release and distribution.

B. TERMS AND CONDITIONS OF GRANT AWARD

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of the ESSER III Summer Grant Program.
2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. This grant shall be administered in accordance with the provisions of *EC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
5. District shall use the ESSER III Summer Grant Program funds in accordance with the approved application.
6. If the District does not provide “reasonable and necessary” expenditures in accordance with the grant requirements, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the District.
7. District must provide a copy of any Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions relative to the ESSER III Summer Grant Program to the SDCOE within thirty (30) days of completion of the FPM visitation or internal audit findings/exceptions report.
8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required. **FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT BY OCTOBER 20, 2023 MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.**
9. **FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY OCTOBER 20, 2023 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE**

AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).

10. District shall comply with the General Conditions and District Assurances specified in this MOA.
11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-15652-10371-ES FY 22/23: PCA: 15652 VENDOR NO. 10371: SUFFIX NO. ES

2. TERM OF AGREEMENT

According to the terms of the ESSER III Summer Grant Program, this Agreement shall be effective from the period commencing July 1, 2021, and ending September 30, 2023, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

3. TERMINATION

FOR CONVENIENCE

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time, for the SDCOE's convenience. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is for the convenience of the SDCOE, District shall submit a final expenditure report within 60 days of termination and upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.
3. District shall not be entitled to anticipatory or consequential damages as a result of any

termination under this section. Payment to District in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of the SDCOE provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

FOR DEFAULT

1. The SDCOE may, by written notice to District, terminate this agreement in whole or in part at any time because of the failure of District to fulfill its contractual obligations. Upon receipt of such notice, District shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by District of such notice.
2. If the termination is due to the failure of District to fulfill its contractual obligations, the SDCOE may take over the services, and complete the services by contract or otherwise. In such case, District shall be liable to the SDCOE for any reasonable costs or damages occasioned to the SDCOE thereby.

4. COMPENSATION AND REIMBURSEMENT

The ESSER III Summer Grant Program is considered a direct grant and payments shall be made to participating Districts for each operating site. Payments will be dispersed to Districts according to the following schedule: (1) an initial payment of 50% will be released upon receipt of the original grant award letter (AO-400) and receipt of funds from the CDE; (2) a second payment of up to 50% will be released upon receipt of final attendance and expenditure reports, contingent upon the SDCOE receiving funds from the CDE.

The SDCOE will retain 2% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to District based on the reimbursement schedule cited above. The District's annual ESSER III Summer Grant Program allocation(s) **shall not exceed \$250,000.00**.

District will ONLY report expenditures up to **\$245,000.00** (98% less 2% SDCOE Administrative fee of \$5,000.00) and will receive up to a total of **\$245,000.00** if the district expends all their grant allocation and is in compliance with all grant requirements.

GRANT AMOUNTS MAY BE ADJUSTED by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District's inability to expend the total grant award by the September 30, 2023 final expenditure deadline
- Audit Findings or Program Compliance issues

NOTE: A reduction of grant award or repayment of expended ESSER III Summer Grant Program funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

5. CONFIDENTIAL RELATIONSHIP

SDCOE may from time to time communicate to District certain information to enable District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. PUBLIC RECORDS ACT

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). District acknowledges that the SDCOE may submit to the District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of

information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the SDCOE shall be the property of the SDCOE and shall be delivered to the SDCOE by the District upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. FUND AVAILABILITY

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the SDCOE shall have the exclusive right to withhold funding.

9. DATA PRIVACY AND PROTECTION

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. NO ASSIGNMENTS

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. AUDIT

District agrees to maintain and preserve until five (5) years after termination of the Agreement with the SDCOE, and to permit the state of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. INDEPENDENT DISTRICT

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the SDCOE. Except as the SDCOE may specify in writing, District shall have no authority, express or implied, to act on behalf of the SDCOE in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the SDCOE to any obligation whatsoever.

13. INSURANCE REQUIREMENTS

District must ensure that it shall maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	<u>\$1,000,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Products/Completed	
Operations	

Auto Liability	<u>\$1,000,000/\$300,000</u>
Bodily Injury and	Amount
Comprehensive form - Property Damage	
Owned, Non-owned Hired Combined	

District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

14. WORKERS' COMPENSATION

District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file with the SDCOE the following certificate:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement.”

15. TUBERCULOSIS CLEARANCE

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

16. PUPIL SAFETY / SCHOOL SAFETY ACT

The SDCOE Program Manager/Director has determined that the District will have greater than limited contact (including electronic contact) with pupils and the District shall require their employees, including the employees of any District school site, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per *Education Code* Section 45125.1.

17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

18. TOBACCO-FREE FACILITY

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

19. NOTICES

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Brittany Mabe, Director
 Expanded Learning & Community Engagement
 6401 Linda Vista Road
 San Diego, CA 92111

With copy to: Deputy Superintendent/Chief Business Officer
 SDCOE Legal Services

6401 Linda Vista Rd
San Diego, CA 92111

DISTRICT: San Ysidro Elementary
ATTN: Luis Ramos
4350 Otay Mesa Rd.
San Diego, CA 92173

20. AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

21. GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

23. COMPLIANCE WITH LAW

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit A to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

26. COUNTERPARTS

This agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

By signing this Memorandum of Agreement below, I certify that I have the authority to sign on behalf of **San Ysidro Elementary**. I also certify that I have read this Memorandum of Agreement in its entirety.

Initial: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

SAN YSIDRO ELEMENTARY

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson
Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Title

Date

Date

EXHIBIT A

COVID-19 Vaccination & Testing Requirements

The San Diego SDCOE Office of Education (“SDCOE”) 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 SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, SDCOE and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE 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 SDCOE 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 A shall prevail.



San Diego County Office of Education

2022-2023

Grant Number	District Name	CDSCode	School Name	School	Component	Amount Awarded
37-15652-10371-ES	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Core	\$100,000.00
37-15652-10371-ES	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Core	\$75,000.00
37-15652-10371-ES	San Ysidro Elementary	37683790123000	Willow Elementary	E	Core	\$75,000.00
TOTAL GRANT AMOUNT						\$250,000.00
GRANT AMOUNT, LESS 2%						\$245,000.00