San Ysidro School District
Governing Board

AGENDA

Thursday,
April 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 Middle School
Multicultural Complex
4345 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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, MARCH 9, 2023
4:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, March 9, 2023 at 4:00 p.m., to conduct its business meeting at **Smythe School - Auditorium, 1880 Smythe Ave, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 4:00 p.m.

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

Board Members Present:
Mrs. Rosaleah Pallasigue, Board President
Mrs. Irene Lopez, Board Vice-President
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member
Mr. Antonio Martinez, Member

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. AGENDA

The Board approved the agenda for the meeting.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 4:00 p.m. Per Board Policy #9323, three (3) minutes may be alloted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**.

There were no public comments.

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

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:02 p.m. in accordance with section 54954.5 regarding:

6.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. San Ysidro School District, et. al.
Case No. 37-2017-00048800-CU-MC-CTL

6.2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)
Pursuant to Government Code Section 54956.9(d)(1)
Case: VS vs. San Ysidro School District, et. al.
Case No. 37-2022-00029859-CU-PO-CTL

6.3 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

6.4 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: 2

RECONVENED into OPEN SESSION at 5:04 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.

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

7. ADJOURNMENT Time: 5:04 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
MONDAY, MARCH 20, 2023
5:00 P.M.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, March 20, 2023 to conduct 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: President Pallasigue Time: 5:00 p.m.

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

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. AGENDA
The Board approved the agenda.

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

5. 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 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 2023-24 HOME TO SCHOOL TRANSPORTATION PLAN (Iniguez)
The Board approved the 2023-24 Home To School Transportation Plan. The Transportation Plan will be open for guidance from staff and stakeholders.

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

Board President Pallasigue made a motion to adjourn, seconded by Board Vice President Irene Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 5:47 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- (List detailed policies that are being revised, deleted or are new)
  - Board Policy/Administrative Regulation 3250 - Transportation Fees
  - Board Policy 3260 - Fees and Charges (minor revision)
  - Administrative Regulation 3260 - Fees and Charges
  - Administrative Regulation 3350 - Travel Expenses
  - Board Policy/Administrative Regulation 3460 - Financial Reports and Accountability
  - Board Policy/Administrative Regulation 3515 - Campus Security
  - Administrative Regulation 3516.2 - Bomb Threats
  - Board Policy 3540 - Transportation

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies and Administrative Regulations – 3000 series: Board Policy/Administrative Regulation 3250 - Transportation Fees, Board Policy 3260 - Fees and Charges (minor revision), Administrative Regulation 3260 - Fees and Charges, Regulation 3350 - Travel Expenses, Board Policy/Administrative Regulation 3460 - Financial Reports and Accountability, Board Policy/Administrative Regulation 3515 - Campus Security, Administrative Regulation 3516.2 - Bomb Threats and Board Policy 3540 - Transportation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

3000 SERIES

Board Policy 3250 - Transportation Fees

Policy updated to reflect **NEW LAW (AB 181, 2022)** which exempts a student classified as unduplicated from paying a fee for transportation. The policy is also updated to include an optional waiver of transportation fees for any group of district students, at the recommendation of the Superintendent. Also, the provision regarding privacy moved from AR to BP.

Administrative Regulation 3250 - Transportation Fees

Regulation updated to add that bus passes shall be sold electronically, if available, and removed language related to income eligibility that is no longer relevant. Moved provision regarding privacy to the Board Policy and deleted it from Administrative Regulation.

Board Policy 3260 - Fees and Charges - MINOR REVISION

Policy updated to include reference to CDE Fiscal Management Advisory 22-01, Summer School, Third Parties, Tuition Fees, and updates reference to CDE FMA 20-01, Pupil Fees, Deposits, and Other Charges.

Administrative Regulation 3260 - Fees and Charges

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which prohibits charging the parent of an unduplicated student a fee for transportation, removed policy related to the sale or lease of personal computers or internet appliances because of the increased use of technology in the modern classroom, changed terminology from "homemaking" to "family and consumer sciences," and reflect **NEW LAW (AB 130, 2021)** which requires a district to provide a free breakfast and lunch daily to any student who requests a meal.

Administrative Regulation 3350 - Travel Expenses

Breakfast, Lunch and Dinner reimbursement amounts changed from $8.00 (Breakfast), $12.00 (Lunch) and $20.00 (Dinner) to $15.00 (Breakfast), $20.00 (Lunch) and $27,00 (Dinner).

Board Policy 3460 - Financial Reports and Accountability

Policy updated to reflect the predictors of fiscal distress as identified by FCMAT in its 2019 "Indicators of Risk or Potential Insolvency." Updated policy also revised to reflect the law more clearly with respect to studies, reports, evaluations, and audits, that the County Superintendent of Schools is required or authorized to consider when reviewing a district's budget.

Administrative Regulation 3460 - Financial Reports and Accountability

Regulation updated to add a new section - "Lease Accounting," to reflect GASB Statement 87 which, starting June 15, 2021, changed the rules for the financial reporting of governmental entities' leases, including the rules for the recognition, measurement, and disclosure of such leases in financial statements.

Board Policy 3515 - Campus Security

Policy updated to include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Policy also updated to reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Additionally, policy also updated to include that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, and that school site council's be included with other stakeholders when identifying appropriate locations for the placement of surveillance cameras.

Administrative Regulation 3515 - Campus Security

Regulation updated to reflect **NEW LAW (AB 1352, 2021)** which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school, **NEW LAW (AB 2355, 2022)** which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC, and **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to provide that monitoring suspicious and/or threatening digital media content be part of the campus security plan and included in strategies to detect and intervene with school crime.

Administrative Regulation 3516.2 - Bomb Threats

Regulation updated to reflect **NEW LAW (P.L. 117-159)** which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online practices and recommendations to improve school safety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content. Regulation also updated to move and amend material regarding staff training, include and align language with information provided by the U.S. Department of Homeland Security, and reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, to immediately report the threat or perceived threat to law enforcement.

Board Policy 3540 - Transportation

Policy updated to reflect **NEW LAW (AB 181, 2022)** which authorizes a district to provide transportation services by way of a joint powers agreement, a cooperative student transportation program, or a consortium, and which requires, as a condition of apportionment, a district to adopt a transportation plan that describes the transportation services to be provided to certain student groups, as specified, by April 1, 2023 and update the plan annually by April 1.

Policy 3250: Transportation Fees **Status:** ADOPTED

Original Adopted Date: 12/01/1992 **| Last Revised Date:** ~~05~~12/01/~~2019~~2022 **| Last Reviewed Date:** ~~05~~12/01/~~2019~~2022

CSBA NOTE: The following policy and regulation are for use only by districts that provide transportation services to students and choose to charge a fee for such services as authorized by law. In addition to charging a fee for home-to-school transportation as authorized by Education Code 39807.5, the Governing Board may approve a fee for transportation of students to a regional occupational center or program pursuant to Education Code 39807.5, transportation for adult students pursuant to Education Code 39801.5, transportation of students to and from their place of summer employment in connection with a summer employment program for youth pursuant to Education Code 39837, and/or transportation for participants in a community recreation program pursuant to Education Code 10913 and 39835. See the accompanying administrative regulation.

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

~~CSBA NOTE: Education Code 39807.5 mandates the Board to adopt rules and regulations for identifying parents/guardians who are exempt from these fees based on financial need. The following paragraph provides for the use of applications that parallel those used for the free and reduced-price meal program, and may be revised to reflect district practice. Because Education Code 49557-49558 provide that applications and records related to free and reduced-price meal eligibility are confidential and may only be used for specified purposes, districts are advised to require a separate application for free transportation and take further measures, as described below, to ensure the privacy of program beneficiaries.~~CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), the transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth, as included in the definition of "unduplicated students" in Education Code 42238.02.

The transportation fee shall be waived for ~~students with demonstrated financial need in accordance with~~ any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5. ~~Eligibility for free~~)

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. At the discretion of the Board, the transportation ~~based on financial need shall be determined in accordance with the income eligibility scales used for the free and reduced-price lunch program~~fee may be waived for other categories of students.

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of district students.

CSBA NOTE: Pursuant to Education Code 39807.5, eligible students with disabilities must also be exempted from transportation fees. The California Department of Education's (CDE), "Fiscal Management Advisory ~~17~~20-01, Pupil Fees, Deposits, and Other Charges," interprets Education Code 39807.5 to exempt from the fee only those students with disabilities whose individualized education program requires that transportation be provided. Any district that charges students with disabilities for transportation based on CDE's interpretation should ~~consult CSBA District and County Office of Education Legal Services or district legal counsel.~~

In addition, no charge shall be made for any transportation of a student with a disability ~~whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education.~~. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 10913	Fees for uses of school buses for community recreation purposes
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments

Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to ~~ROC/P,~~ ~~apportionments~~regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources	**Description**
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory ~~17~~20-01, July ~~28, 2017~~23, 2020
Court Decision	Arcadia Unified School District et. al. v. State Department of Education, (1992) 2 Cal. 4th 251 ~~(1992)~~
Court Decision	Hartzell v. Connell, (1984) 35 Cal.3d 899 ~~(1984)~~
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	**Description**
3260	Fees And Charges
3260	Fees And Charges
3540	Transportation
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5125	Student Records
5125	Student Records
6159	Individualized Education Program
6159	Individualized Education Program

6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

Policy 3540: Transportation

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

The Board of Education desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance and reduce tardiness. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources.

The Superintendent or designee shall recommend to the Board the most economical and appropriate means of providing transportation services.

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
13 CCR 2025	Retrofitting of diesel school buses - https://simbli.eboardsolutions.com/SU/pWrAqnJz71uosnnovuAPRg==
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
Ed. Code 41850-41854	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 52311	Regional occupational centers; transportation
Gov. Code 3540-3549.3	Educational Employment Relations Act
Pen. Code 637.7	Electronic tracking devices
Veh. Code 2807	School bus inspection

Management Resources References	Description

Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Air Resources Board - https://simbli.eboardsolutions.com/SU/16lVd7MM9WuFABzfzZXyPA==
Website	California Energy Commission - https://simbli.eboardsolutions.com/SU/PlQLnQcFqu8ca1LIqJdQ4A==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PParglbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/GAdTfvpzgmsFFNi3s6pYKg==
3311	Bids - https://simbli.eboardsolutions.com/SU/TXCclHAPO4AvqlRkslshIGT6g==
3311	Bids - https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHlaAcCzD0HsiyA==
3515.6	Criminal Background Checks For Contractors - https://simbli.eboardsolutions.com/SU/ghT3ViasOYaGYe0LFgpluskslshw==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==

3541.1	Transportation For School-Related Trips - https://simbli.eboardsolutions.com/SU/YAoiPIVPekxbltDCXAjl4A==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLrQLYf49i0Ug==
3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hdV0LIwK7MlJU6EQSu4Mplusg==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/LJWNO5slshNxIEJTZgudKGgTg==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hwdO8cXKrtCnX1wuNzSHTQ==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/2Wd7LOV8replus4dHz2LtUslshyg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/04EQhZIEC2OplusoiPn8wXislshw==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/GIkM8e2CWEsKWPRXvWQlUw==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8kslbpS7OxQBTiX2Y03LGA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==

5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6181	Alternative Schools/Programs Of Choice - https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtIeJpLYEQ==

Policy 3540: Transportation **Status:** ADOPTED

Original Adopted Date: 06/01/1992 **| Last Revised Date:** ~~05~~12/01/~~2019~~2022 **| Last Reviewed Date:** ~~05~~12/01/~~2019~~2022

CSBA NOTE: Pursuant to Education Code 39800, the Governing Board may provide transportation for students to and from school whenever such transportation is advisable and good reasons exist to provide these services. The following optional policy is for use by districts that choose to provide transportation services through their own transportation system, contracting out, or other methods, and should be revised to reflect district practice.

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

CSBA NOTE: AB 181 (Ch. 52, Statutes of 2022) provides funding for zero-emission school buses and related infrastructure, such as charging or fueling stations, equipment, site design, and construction, with priority for such funding given to districts serving a high percentage of unduplicated students, districts operating the oldest internal combustion buses, small and rural districts, and those purchasing zero-emission buses with bidirectional charging. More information will become available through the State Air Resources Board and the Energy Commission.

A district is authorized to provide transportation services in an economical and efficient way, as long as the arrangement complies with law. For example, Education Code 39800.1, as added by AB 181, permits partnering with a municipally-owned transit system, in order to provide transportation services to middle and high school students.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

CSBA NOTE: The following section may be revised to reflect district practice. Education Code 39800.1, as added by AB 181, requires, as a condition of apportionment, a district to adopt a transportation plan in consultation with classified staff, teachers, school administrators, and other stakeholders by April 1, 2023, and to update the plan annually, by April 1. The plan is required to include descriptions of the transportation services to be provided to certain student groups as specified below.

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 39800 and 39802, the district may use one or more means to provide transportation, as indicated below. For example, the district may use school buses for its regular home-to-school program and contract with private parties to provide transportation for field trips.

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

CSBA NOTE: The following paragraph is optional. If a district that has been providing transportation decides instead to have alternative transportation provided through an outside

company or volunteers, this action may constitute "contracting out" and be subject to negotiation pursuant to the Educational Employment Relations Act (Government Code 3540-3549.3).

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

CSBA NOTE: The following optional paragraph is for use by districts that choose to require parents/guardians of transported students to pay a portion of the cost of transportation as authorized by Education Code 39807.5. Pursuant to Education Code 39807.5, as amended by AB 181, the district must waive the fee for ~~students~~a student with ~~financial need~~a disability and ~~students with disabilities whose individualized education program~~an unduplicated student, as defined in Education Code 42238.02, which includes ~~transportation as a related service necessary~~a student who is eligible for ~~the student to receive a~~ free ~~appropriate public education.~~or reduced-price meals, who is an English learner, or who is a foster youth. See BP/AR 3250 - Transportation Fees.

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system and may be revised to reflect district practice. Pursuant to Penal Code 637.7, the district is authorized, as the registered owner of the school bus, to use electronic tracking systems to determine the location or movement of the vehicle. It is recommended that school bus drivers be notified when a bus is so equipped.

In addition to using a global positioning system (GPS) to locate a bus in an emergency or to track delays, the district may choose to authorize parents/guardians to access the location data so that ~~they may determine when their child has been picked up or dropped off at a bus stop.~~

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
13 CCR 2025	Retrofitting of diesel school buses
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 41850-41854	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 52311	Regional occupational centers; transportation
Gov. Code 3540-3549.3	Educational Employment Relations Act
Pen. Code 637.7	Electronic tracking devices
Veh. Code 2807	School bus inspection

Management Resources	Description

Court Decision	Arcadia Unified School District et. al. v. State Department of Education, (1992) 2 Cal. 4th 251 ~~(1992)~~
Website	CSBA District and County Office of Education Legal Services
Website	California Air Resources Board
Website	California Energy Commission
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
3000	Concepts And Roles
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3311	Bids
3311	Bids
3312	Contracts
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3515.6	Criminal Background Checks For Contractors
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3541	Transportation Routes And Services
3541.1	Transportation For School-Related Trips

3541.1-E(1)	Transportation For School-Related Trips
3541.1-E(2)	Transportation For School-Related Trips
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
3543	Transportation Safety And Emergencies
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4231	Staff Development
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5131.1	Bus Conduct
5131.1	Bus Conduct
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.4	Service Learning/Community Service Classes
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

Regulation 3516.2: Bomb Threats

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.

Receiving Threats

Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices.

If the bomb threat is received through the mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email or text messaging, the staff member should not delete the message.

Response Procedure

The following procedure shall be followed when a bomb threat is received:

1. Any employee who receives a bomb threat shall immediately call 911 and also report the threat to the Superintendent or designee. If the threat is in writing, the employee shall place the message in an envelope and take note of where and by whom it was found.

2. Any student or employee who sees a suspicious package shall promptly notify the Superintendent or designee.

3. The Superintendent or designee shall immediately use fire drill signals and initiate standard evacuation procedures as specified in the emergency plan.

4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff shall search for or handle any explosive or incendiary device.

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Board of Education, other governmental agencies, and the media during the period of the incident.

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
Ed. Code 44810	Willful interference with classroom conduct
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats

Ed. Code 51202	Instruction in personal and public health and safety
Pen. Code 148.1	False report of explosive or facsimile bomb
Pen. Code 17	Felony, misdemeanor, classification of offenses
Pen. Code 245	Assault with deadly weapon

Federal References	**Description**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
U.S. Dept. of Homeland Security Publication	Bomb Threat Guidance
U.S. Dept. of Homeland Security Publication	Bomb Threat Checklist
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	U.S. Department of Homeland Security - https://simbli.eboardsolutions.com/SU/md2yQ1dESjoiIf4HhNBn5g==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.1	Fire Drills and Fires - https://simbli.eboardsolutions.com/SU/bFG28ebAP1ERZ4S8YCg54g==
3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/plusFzT0dMUpYAiXaMJslshzjDfA==

4040-E PDF(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/LNC8SKjG1NGZG0P1UplusRMEg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/j95uO7vaattqunphvBbYlQ==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/hwaFajBHvODCXQdKlqvz4Q==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/f4KzuiGLG0lEimTtAOTrFA==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/slshJVcblnUn7uaQdZ2GRngSw==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==

Regulation 3516.2: Bomb Threats **Status:** ADOPTED

Original Adopted Date: 09/01/1991 | **Last Revised Date:** ~~07~~12/01/~~2010~~2022 | **Last Reviewed Date:** ~~07~~12/01/~~2010~~2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for ~~dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.~~managing bomb threats. Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Receiving Threats

CSBA NOTE: The U.S. Department of Homeland Security's (DHS) web site provides a "Bomb Threat Checklist," that ~~a person who is receiving~~ can assist in preparing and reacting appropriately to a bomb threat ~~could use to gather information about the threat~~.

Any staff member receiving a ~~telephoned~~ bomb threat by telephone shall try to keep the caller on the line for as long as possible in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. The staff member should not hang up, even if the caller does, and copy the number and/or letters on the telephone's display, if available.

If the bomb threat is received through ~~the~~regular mail ~~system~~ or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email ~~or~~, text messaging, or social media, the staff member should not delete the message.

Response Procedure

CSBA NOTE: The following optional section includes recommendations from DHS', "Bomb Threat Guidance," and may be deleted if such a procedure is already provided in the district's emergency and disaster preparedness plan; see BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or

perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

The following procedure shall be followed ~~w hen~~when a bomb threat is received:

1. Any employee or other school official who receives a bomb threat shall immediately call 911 and report the threat or perceived threat to law enforcement. The employee shall also report the threat to the Superintendent or designee.

   If the threat is in writing, the employee shall rewrite the threat exactly as is on another sheet of paper, including the date, time and location the document was found, any conditions surrounding the discovery or delivery of the document, and the full names of any other employees who saw the threat. The employee shall secure the document and not alter it in any way. If the document is small and/or removable, the employee shall place it in a bag or envelope.

   1. If the threat is electronic, the employee shall leave the message ~~in an envelope and take~~open, and print, photograph, or copy the message and subject line, and note ~~of where~~the date and ~~by whom it was found.~~
   time of the message.

2. Any student or employee who sees a suspicious package ~~shall promptly~~ should not touch, tamper with, or move the item, and shall immediately notify law enforcement and the Superintendent or designee.

3. The Superintendent or designee shall immediately ~~use fire drill signals~~contact law enforcement if not yet done, assess the situation, ensure the area is secured, and initiate standard evacuation procedures as specified in the emergency plan.

4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff, students, parents/guardians, or others on campus shall search for or handle any explosive or incendiary device.

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

Staff Training

The Superintendent or designee shall provide training regarding the assessment and reporting of potential threats and procedures for managing bomb threats to district and site administrators, safety personnel, teachers, and other staff members, as appropriate.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 44810	Willful interference with classroom conduct
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide Threats
Ed. Code 51202	Instruction in personal and public health and safety
Pen. Code 148.1	False report of explosive or facsimile bomb
Pen. Code 17	Felony; misdemeanor; classification of offenses
Pen. Code 245	Assault with deadly weapon

Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	Description
U.S. Dept. of Homeland Security Publication	Bomb Threat Checklist
U.S. Dept. of Homeland Security Publication	Bomb Threat Guidance
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Safe Schools
Website	California State Threat Assessment System (https://calstas.org/)
Website	U.S. Department of Homeland Security
Website	CSBA

Cross References

Code	Description

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.5	Emergency Schedules
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4231	Staff Development
4331	Staff Development
5131	Conduct
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6164.2	Guidance/Counseling Services

Regulation 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 01/23/2020 **| Last Reviewed Date:** 01/23/2020

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

   These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings and interior spaces from outsiders and discourage trespassing

   These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

3. Discourage vandalism and graffiti

   These strategies may include plans to immediately cover graffiti and implement campus beautification.

4. Control access to keys and other school inventory

5. Detect and intervene with school crime

   These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

All staff shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1.9, 1010.1.11)

Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
24 CCR 1010.2	Door operations

24 CCR 1010.2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	California Military Department - https://simbli.eboardsolutions.com/SU/L0dgnky2UrB3E0JFwK4w9w==
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Protecting Student Privacy - https://simbli.eboardsolutions.com/SU/GNvvR5HOI1z1slshpN79CN8BQ==
Website	National Institute of Justice - https://simbli.eboardsolutions.com/SU/OJiCldjfhnpHtIp5dK0Kwg==

Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lUhL9TtJxlH7YZdpa5UJHg==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==
3440	Inventories - https://simbli.eboardsolutions.com/SU/qIoGYSIslsh1O3sXdLa5sXyiA==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshI1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/3wslshdUoktzDlfUwxZXBmR1g==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==

4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/BgXUb0QzPzlfdZJHyeT8yw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/4aJ0QgdgWdUu5uTzMfuRzg==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/5delrplusXNDSay8MQWOklblg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/f5NlpIlopgzpo5aQiLFVpA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/bnFSYIjxxO4EpluswqlEtaWow==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/5EMpVOjqGlO5cNybjGeEdg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/3MVnD2slshwKgkmSRBY8jbN5w==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/eET8laNj0WDMfRw84Gl1Rw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/XlDmdaf8Z5OMmxytVn78Bg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==

5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/akxhqyaIHRm9wbKJ3pz5Qg==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

Regulation 3515: Campus Security **Status:** ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022

CSBA NOTE: The following optional administrative regulation may be used as a component of a comprehensive safety plan ~~(see BP/AR 0450 - Comprehensive Safety Plan)~~ and should be modified to reflect district practice. See BP/AR 0450 – Comprehensive Safety Plan

Additionally, 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

   ~~1.~~
   These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. 2. Secure buildings and interior spaces from outsiders and discourage trespassing

   These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

CSBA NOTE: Government Code 11549.3, as amended by AB 1352 (Ch. 593, Statutes of 2021), authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

Pursuant to Education Code 35266, as added by AB 2355 (Ch. 498, Statutes of 2022), districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to the California Cybersecurity Integration Center.

3. Secure the district's network infrastructure and web applications from cyberattacks

   These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.

3. 4. Discourage vandalism and graffiti

   These strategies may include plans to immediately cover graffiti and implement campus beautification.

4. 5. Control access to keys and other school inventory

6. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

All staff shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.~~1.9~~2, 1010.~~1.11~~2.8.2)

Keys

CSBA NOTE: The following optional section should be modified to reflect district practice.

~~All~~The principal or designee shall be responsible for all keys used in a school ~~shall be the responsibility of the principal or designee.~~ . Keys shall be issued only to authorized employees who regularly need a key in order to carry out ~~their~~ job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

CSBA NOTE: Pursuant to Penal Code 469, a person who knowingly possesses, makes, duplicates, uses, or attempts to use, make, or duplicate a key without authorization may be guilty of a misdemeanor.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 1010.1.11	Lockable doors from the inside
24 CCR 1010.1.9	Door operations
CA Constitution Article 1, Section 28(c)	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks;, modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	School crimes

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records

Management Resources	Description
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325

CSBA Publication	Safe Schools: A Planning Guide for Action, 2002
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4219.1	Civil And Legal Rights
4231	Staff Development
4258	Employee Security
4258	Employee Security
4319.1	Civil And Legal Rights
4331	Staff Development
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety

5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior
6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Policy 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Revised Date:** 01/23/2020 | **Last Reviewed Date:** 01/23/2020

The Board of Education is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Surveillance Systems

In consultation with the district's safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
24 CCR 1010.2	Door operations
24 CCR 1010.2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment

Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	California Military Department - https://simbli.eboardsolutions.com/SU/L0dgnky2UrB3E0JFwK4w9w==
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Protecting Student Privacy - https://simbli.eboardsolutions.com/SU/GNvvR5HOI1z1slshpN79CN8BQ==
Website	National Institute of Justice - https://simbli.eboardsolutions.com/SU/OJiCldjfhnpHtIp5dK0Kwg==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/IUhL9TtJxlH7YZdpa5UJHg==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==

3440	Inventories - https://simbli.eboardsolutions.com/SU/qIoGYSIslsh1O3sXdLa5sXyiA==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshI1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/3wslshdUoktzDlfUwxZXBmR1g==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/BgXUb0QzPzlfdZJHyeT8yw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/4aJ0QgdgWdUu5uTzMfuRzg==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/5delrplusXNDSay8MQWOklbIg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/f5NlpIlopgzpo5aQiLFVpA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/bnFSYIjxxO4EpluswqlEtaWow==

4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/5EMpVOjqGlO5cNybjGeEdg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/3MVnD2slshwKgkmSRBY8jbN5w==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/eET8laNj0WDMfRw84Gl1Rw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/XlDmdaf8Z5OMmxytVn78Bg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==

5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/akxhqyaIHRm9wbKJ3pz5Qg==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

Policy 3515: Campus Security **Status:** ADOPTED

Original Adopted Date: 03/01/2007 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022

CSBA NOTE: The following optional policy should be modified to reflect district practice.

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle of high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

Surveillance Systems

CSBA NOTE: The following optional section is for use by districts that have authorized the use of surveillance systems. Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (*New Jersey v. T.L.O.*). To protect reasonable expectations of privacy, cameras should not be located in areas such as bathrooms, locker rooms, or private offices. In addition, Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see AR 5131.1 - Bus Conduct.

Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

In consultation with the district's school site council, safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

CSBA NOTE: According to the National Institute of Justice publication ,"The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies," signage is an important component of a successful surveillance system and can serve as a deterrent. The Institute recommends that the signs state that the system may or may not be actively monitored. Such language is intended to deter potential perpetrators while also not building an expectation among potential victims that a person is watching events live and will be able to provide immediate assistance.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

CSBA NOTE: Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), 34 CFR 99.3, and Education Code 49061, any recording or image that is directly related to a student and is maintained by the district or a person acting for the district is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. Also see the ,"U.S. Department of Education's FAQs on Photos and Videos under FERPA," located on its web site.

In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in a personnel file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
24 CCR 1010.~~1.11~~2	**Door operations**
24 CCR 1010.~~1.9~~2.8.2	**Lockable doors from the inside**
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act

Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	~~School~~Weapons on school grounds and other school crimes

Federal	**Description**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
US DOE Publication	FAQs on Photos and Videos under FERPA

Management Resources	**Description**
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
~~CSBA~~California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, ~~rev. 2005~~1999
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
Website	National Institute of Justice
Website	National School Safety Center

Website	California Department of Education, Safe Schools

Website	California Military Department (https://calguard.ca.gov/)
Website	California State Threat Assessment System (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.6	Personnel Files
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4212.6	Personnel Files

4231	Staff Development
4258	Employee Security
4258	Employee Security
4312.6	Personnel Files
4319.1	Civil And Legal Rights
4331	Staff Development
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure

6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

Interim Reports

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Board of Trustees to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed

completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district

2. Three years from the date of the final fund release for an elementary school project

3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact

2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law

3. Committed fund balance, including amounts constrained to specific purposes by the Board

4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose

5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related

actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program; reporting requirements - https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3IquQwQ==
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 14500-14508	Financial and compliance audits - https://simbli.eboardsolutions.com/SU/ExILRgXIGlFUpluskbtjAagJg==
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt - https://simbli.eboardsolutions.com/SU/nuHTCc4wIq8BirS8egAI9w==
Ed. Code 17170-17199.5	California School Finance Authority - https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g==
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment
Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42120-42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions
Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy

Gov. Code 7900-7914	Appropriations limit

Federal References	**Description**
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds

Management Resources References	**Description**
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021
Governmental Accounting Standards Board Statement	Statement 87, Leases, June 2017
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	Governmental Accounting Standards Board - https://simbli.eboardsolutions.com/SU/fOzyLiplusQIvf5bslshbBggjhog==
Website	California State Controller - https://simbli.eboardsolutions.com/SU/GDLauCiDFl4Ms1eIPGARvA==
Website	U.S. Government Accountability Office - https://simbli.eboardsolutions.com/SU/HvuRwrdop7OnnXlYFVN3Mw==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/FJy7Gf2djxDpluso3aMdrmckQ==
Website	California Department of Education, Finance and Grants - https://simbli.eboardsolutions.com/SU/gCBslshNl2CDjZqs24TpVv3gw==
Website	Education Audit Appeals Panel - https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==
Website	Fiscal Crisis and Management Assistance Team - https://simbli.eboardsolutions.com/SU/1KDBnxplus9GCiDTyFvbLOOxQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTlb0g==

Website	Office of Management and Budget - https://simbli.eboardsolutions.com/SU/yMG7KarnCslshuDeiihOx8ZiA==
Website	School Services of California, Inc. - https://simbli.eboardsolutions.com/SU/nzOlNPGdkIslshZR9e7VNuDXg==

Cross References	Description
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtApIyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTeclM7Q1Mv48rA==
3220.1	Lottery Funds - https://simbli.eboardsolutions.com/SU/orz4psLsmV7QqRkugiduLQ==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/lG5lslshMzQ0JfEYdyLngDxHQ==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/MbHA9gIHxrKze4lIPVE9plusg==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/PKOZIdoJTQSbrFsmrxxIlw==
3314.2	Revolving Funds - https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWeIBZ2g==
3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg==

3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhNrRWBQ==
3430	Investing - https://simbli.eboardsolutions.com/SU/BxJ70GkcLv4wxiQNpOWqpw==
3430	Investing - https://simbli.eboardsolutions.com/SU/oWBREVOT7hhxE2uBDT7Zag==
3451	Petty Cash Funds - https://simbli.eboardsolutions.com/SU/ctuGLYOp9AoSFMqFM9wU5Q==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3470	Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4143	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nslZQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4243	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==

5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/AVChH8plusSyslshvjzeplusGFxFJWA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/LBi913slshOg6sE9sNUUjspJA==
7210	Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ==
7212	Mello-Roos Districts - https://simbli.eboardsolutions.com/SU/33niA7kMhVRALuJ35c7Zyw==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9140	Board Representatives - https://simbli.eboardsolutions.com/SU/hMjSJqMV1ZslshPqfj94UpAwQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/plusEzbidYHqROMnQ9ReO3Itw==

Regulation 3460: Financial Reports And Accountability **Status:** ADOPTED

Original Adopted Date: 04/01/2014 | **Last Revised Date:** ~~10~~12/01/~~2018~~2022 | **Last Reviewed Date:** ~~10~~12/01/~~2018~~2022

Interim Reports

CSBA NOTE: Education Code 42130 requires that the district issue two interim ~~fiscal~~ reports; see the accompanying Board policy for information about the use of these reports to certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years.

Each interim ~~fiscal~~ report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

CSBA NOTE: Interim reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are specified in 5 CCR 15453-15464 and address the areas listed below.

~~The interim~~Interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

~~The~~An interim report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

CSBA NOTE: The following paragraph is optional. Governmental Accounting Standards Board (GASB) Statement 34 contains requirements for the contents of the district's annual audited financial reports.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

CSBA NOTE: Pursuant to Education Code 41020, the audit must include an audit of income and expenditures for all district funds, as provided below. Additionally, Education Code 41020 requires that the audit include a determination of whether funds were expended in accordance with the district's local control and accountability plan (LCAP). Pursuant to Education Code 52061, the annual update to the LCAP must list expenditures for specific actions to be taken to achieve the goals in the LCAP, including expenditures for services to English learners, foster youth, and students eligible for free and reduced-price meals. See BP/AR 0460 - Local Control and Accountability Plan for requirements pertaining to the LCAP.

The district audit shall include ~~an audit of~~all income and expenditures by source of funds ~~for all funds of the district~~, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the district's control or jurisdiction ~~of the district~~, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

CSBA NOTE: The following optional paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications.

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

CSBA NOTE: Pursuant to Education Code 41344 and 41344.1, the district may appeal to the Education Audit Appeals Panel (EAAP) when an audit finding requires the district to repay an apportionment or pay a penalty. If the EAAP finds that there has been substantial compliance with the law, it may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any non auditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

CSBA NOTE: Pursuant to Education Code 41024, ~~as added by AB 99 (Ch. 15, Statutes of 2017) and amended by AB 1808 (Ch. 32, Statutes of 2018),~~ districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) must annually report a detailed list of all expenditures of state funds, including interest, and of the district's matching funds for

completed projects. Education Code 41024 requires that an audit of completed facilities projects be submitted within one year of project completion.

Education Code 41024 requires ~~CDE to provide the Office of Public School Construction with a copy of the audit identifying any adjustments to be made in grant funding as a result of the audit findings.~~the auditor to file the audit of state facilities funds with the State Controller within 60 days of completion of the audit. The State Controller, within 60 days of the receipt of the certified audit and after determining that the audit conforms with reporting standards in the audit guide, is then required to provide a copy of the audit to CDE and the Office of Public School Construction (OPSC), and to notify OPSC of any audit findings required pursuant to Education Code 41024 and of any amounts or adjustments identified on the basis of district's failure to expend the funds in accordance with the School Facilities Act or any accompanying grant agreement signed by district. The district may appeal any finding in accordance with the timelines and process specified in Education Code 41344. However, certain adjustments specified in Education Code 41024 (b)(1)(C)-(G) are not appealable to the Education Audit Appeals Panel.

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion, and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district

2. Three years from the date of the final fund release for an elementary school project

3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

CSBA NOTE: The following optional section reflects GASB Statement 54, which addresses the manner in which fund balances in the general fund must be reported in external financial reports. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (~~item~~Item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (~~item~~Item #~~4~~ below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact

2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law

3. Committed fund balance, including amounts constrained to specific purposes by the Board

4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose

5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

CSBA NOTE: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in ~~items~~Items #3-5 in the section "~~"~~"Fund Balance~~"~~" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Lease Accounting

CSBA NOTE: To increase the usefulness of government financial statements, the Governmental Accounting Standards Board has issued GASB Statement 87, which defines a lease as a "contract that conveys control of the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction," and changes the rules related to the recognition, measurement, and related disclosures of leases involving governmental entities. Examples of "nonfinancial assets" include buildings, land, vehicles, and equipment. GASB 87 provisions became ~~effective for the reporting periods beginning after June 15, 2021.~~

Any lease agreement involving the district, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. District financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Non-Voter-Approved Debt Report

CSBA NOTE: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and county auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the ~~district's~~district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent

or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the ~~district's~~district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the ~~Board's~~Board's approval to proceed with issuance. ~~T~~The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the ~~district's~~district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

CSBA NOTE: The following section reflects GASB Statement 75, which contains reporting requirements pertaining to ~~"~~"other postemployment benefits~~"~~" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 75, districts that do not provide OPEB through a trust are required to report the total unfunded liability (i.e., OPEBs that are not prefunded), as calculated in the most recent actuary report, in the ~~district's~~district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the ~~Board's~~Board's discretion; see BP 3100 ~~-~~– Budget.

The ~~SBE's~~SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods pursuant to 5 CCR 15453 and 15464. These reports are included in the ~~state's~~state's standardized account code structure software used to develop budget and interim reports.

~~CSBA's~~CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 75-compliant trust to prefund future obligations. See ~~CSBA's~~CSBA's web site for further information.

The following optional section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement 75, the ~~district's~~district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over ~~retirees'~~retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at ~~a public~~an open meeting of the Board. (Education Code 42140)

CSBA NOTE: Pursuant to GASB 75, the district must arrange for an actuary to update the valuation of its OPEB obligations every two years. However, GASB 75 includes an option for the use of a specified alternative method in lieu of an actuarial valuation for purposes of determining the total OPEB liability for benefits provided through an OPEB plan with fewer than 100 members. Such districts may modify the following paragraph to reflect district practice.

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

~~Workers'~~Workers' Compensation Claims Report

CSBA NOTE: The following optional section is for use by districts that are self-insured for ~~workers'~~workers' compensation claims, either individually or as part of a joint powers agency. See BP 3100 – Budget for provisions related to funding the estimated accrued cost of ~~workers'~~workers' compensation claims.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of ~~workers'~~workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program~~, specifically~~ ~~-~~; reporting requirements
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 14500-14508	Financial and compliance audits
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt
Ed. Code 17170-17199.5	California School Finance Authority
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment

Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code ~~42122~~42120-42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions
Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit

Federal	**Description**
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds

Management Resources	**Description**
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and ~~Subsequent~~ Related Legislation, September ~~2006~~2021
Fiscal Crisis & Management Assistance Team Pub.	Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 87, Leases, June 2017
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds

3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
6117	Year-Round Schedules
7210	Facilities Financing
7212	Mello-Roos Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9130	Board Committees
9140	Board Representatives
9322	Agenda/Meeting Materials

Policy 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

The Board of Education is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

The Superintendent or designee shall ensure that all financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When any such report must be approved by the Board prior to its submission to a local, state, and/or federal agency, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report and meet any applicable submission deadline.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability.

If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and certify, on the basis of the interim report and any additional financial information known by the Board, whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years

2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years

3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County

Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

At any time during the year when the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendation. (Education Code 42637)

Audit Report

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5

2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit

3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses

4. Participate with the independent auditor in presenting the audit report to the Board

5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting

6. Provide input on the effectiveness of the independent auditor

7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program; reporting requirements - https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HslshNNplus3IquQwQ==
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 14500-14508	Financial and compliance audits - https://simbli.eboardsolutions.com/SU/ExILRgXIGlFUpluskbtjAagJg==
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg==
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt - https://simbli.eboardsolutions.com/SU/nuHTCc4wIq8BirS8egAI9w==
Ed. Code 17170-17199.5	California School Finance Authority - https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g==
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
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Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment

Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit

Federal References	**Description**
2 CFR 200.0-200.521	Federal uniform grant guidance
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Management Resources References	**Description**
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021
Governmental Accounting Standards Board Statement	Statement 87, Leases, June 2017
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
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Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	Governmental Accounting Standards Board - https://simbli.eboardsolutions.com/SU/fOzyLiplusQlvf5bslshbBggjhog==
Website	California State Controller - https://simbli.eboardsolutions.com/SU/GDLauCiDFl4Ms1eIPGARvA==
Website	U.S. Government Accountability Office - https://simbli.eboardsolutions.com/SU/HvuRwrdop7OnnXlYFVN3Mw==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/FJy7Gf2djxDpluso3aMdrmckQ==
Website	California Department of Education, Finance and Grants - https://simbli.eboardsolutions.com/SU/gCBslshNl2CDjZqs24TpVv3gw==
Website	Education Audit Appeals Panel - https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==
Website	Fiscal Crisis and Management Assistance Team - https://simbli.eboardsolutions.com/SU/1KDBnxplus9GCiDTyFvbLOOxQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTlb0g==

Website	Office of Management and Budget - https://simbli.eboardsolutions.com/SU/yMG7KarnCslshuDeiihOx8ZiA==
Website	School Services of California, Inc. - https://simbli.eboardsolutions.com/SU/nzOlNPGdkIslshZR9e7VNuDXg==

Cross References	Description
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtApIyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
3000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTeclM7Q1Mv48rA==
3220.1	Lottery Funds - https://simbli.eboardsolutions.com/SU/orz4psLsmV7QqRkugiduLQ==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/lG5lslshMzQ0JfEYdyLngDxHQ==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/MbHA9gIHxrKze4lIPVE9plusg==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/PKOZIdoJTQSbrFsmrxxIlw==
3314.2	Revolving Funds - https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWeIBZ2g==
3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg==

3400	Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhNrRWBQ==
3430	Investing - https://simbli.eboardsolutions.com/SU/BxJ70GkcLv4wxiQNpOWqpw==
3430	Investing - https://simbli.eboardsolutions.com/SU/oWBREVOT7hhxE2uBDT7Zag==
3451	Petty Cash Funds - https://simbli.eboardsolutions.com/SU/ctuGLYOp9AoSFMqFM9wU5Q==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3470	Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4143	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nslZQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4243	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==

5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/AVChH8plusSyslshvjzeplusGFxFJWA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/LBi913slshOg6sE9sNUUjspJA==
7210	Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ==
7212	Mello-Roos Districts - https://simbli.eboardsolutions.com/SU/33niA7kMhVRALuJ35c7Zyw==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9140	Board Representatives - https://simbli.eboardsolutions.com/SU/hMjSJqMV1ZslshPqfj94UpAwQ==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/plusEzbidYHqROMnQ9ReO3Itw==

Policy 3460: Financial Reports And Accountability

Status: ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** ~~04~~12/01/~~2013~~2022 | **Last Reviewed Date:** ~~04~~12/01/~~2013~~2022

CSBA NOTE: The following policy is optional and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

CSBA NOTE: The following optional paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting ~~principles prescribed by GASB and meeting other state and federal reporting guidelines.~~

The Superintendent or designee shall ensure that ~~all~~district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). ~~He/she~~The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report ~~must be approved by the Board prior to its submission~~ to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report ~~and meet any applicable submission deadline.~~

~~The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability~~without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT~~), which advises~~) is an independent entity created to help districts ~~on~~ avert fiscal insolvency and to provide districts with fiscal management ~~and works with insolvent districts, has~~ assistance. In August 2019, FCMAT revised the 15 identified ~~15~~ predictors of fiscal distress common in districts needing state intervention. ~~These conditions include a governance crisis; absence~~According to FCMAT's "Indicators of ~~communication to educational community; lack~~Risk or Potential Insolvency," the indicators of ~~interagency cooperation; failure to recognize year-to-year~~ trends (e.g., ~~declining enrollment or deficit~~ spending); ~~flawed projections for average daily attendance; failure to maintain reserves; insufficient consideration of long-term bargaining agreement~~ effects; ~~flawed multi-year projections; inaccurate revenue and expenditure estimations; poor cash~~ flow analysis and reconciliation; ~~bargaining agreements beyond state cost-of-living adjustment; no integration of employee position control with payroll;~~risk or potential insolvency

include, but are not limited ~~aceess~~to, conditions related to ~~timely personnel, payroll, and~~ unreliable budget ~~control data and reports; escalating general fund encroachment; and lack of regular~~ development, insufficient budget monitoring ~~of categorical programs. See FCMAT's Fiscal Oversight Guide for further information.~~

~~When the County Superintendent of Schools reviews~~or updates, inadequate cash management, mismanaged collective bargaining agreements, increasing and/or unplanned contributions and transfers, continuing deficit spending, mismanaged employee benefits, and inattention to enrollment and attendance reporting.

In reviewing the district's budget (see AR 3100 - Budget), ~~he/she~~ the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider ~~whether more than three of these predictors are present. If so~~any studies, reports, evaluations, or audits of the district that contain evidence of fiscal distress based on the standards and criteria specified in Education Code 33127 or a finding that the district is in moderate or high risk of intervention based on the most common FCMAT indicators of a district needing intervention. In the event of any such evidence or finding, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent ~~must~~is required to investigate whether the district may be unable to meet ~~its financial obligations for~~ the current year's or two subsequent fiscal ~~years~~years' financial obligations.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall ~~act quickly~~take action to ~~identify and~~ resolve these conditions. ~~w~~without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to ~~advise~~provide the district ~~on~~with needed advice or fiscal ~~matters~~management or training.

CSBA NOTE: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board must receive testimony from parents/guardians, exclusive representatives of employees, and other community members. ~~If the~~Any district that receives such an apportionment~~, it~~ is subject to the conditions set forth in Education Code 41326, including ~~assumption of all the Board's legal rights, duties, and powers by a state-appointed administrator.~~

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education

Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

CSBA NOTE: Education Code 42130 requires that the district issue two interim ~~fiscal~~ reports, as described below, based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

~~The~~Each fiscal year, the Superintendent or designee shall submit two interim ~~fiscal~~ reports to the Board, ~~the~~. The first report ~~covering~~shall cover the district's financial and budgetary status for the period ending October 31 and the second report ~~covering~~shall cover the period ending January 31. ~~The~~These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and ~~certify~~, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years

2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years

3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

CSBA NOTE: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the Superintendent of Public Instruction (SPI). ~~The~~ CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

CSBA NOTE: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to ~~change~~downgrade the district's positive certification to qualified or negative or~~, as amended by AB 2662 (Ch. 589, Statutes of 2012), to change the district's~~ a qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

CSBA NOTE: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit ~~his/her~~ comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted ~~to the County Superintendent~~ by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on ~~its~~the financial problems; (2) conduct a study of the district's financial and budgetary conditions ~~of the district~~ including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification;
(6) withhold ~~the~~ Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see the section ~~entitled~~ "Non-Voter-Approved Debt Report" in the accompanying administrative regulation).

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent ~~under the authority granted to him/her pursuant to~~ . (Education Code 42131.) -

CSBA NOTE: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

CSBA NOTE: Education Code 42637 authorizes the County Superintendent, upon concluding at any time during the fiscal year ~~if he/she concludes~~, that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the district's financial and budgetary conditions ~~of the district~~ and to report ~~his/her~~the findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, ~~this provision of the law requires~~ the County Superintendent ~~to~~must exercise this authority when the district receives a negative certification and ~~authorizes him/her~~is authorized to do so when the district receives a qualified certification. After

receiving ~~such a~~the report, the Board ~~must~~is required to respond to the recommendations within 15 days.

~~At~~If at any time during the fiscal year ~~when~~, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the ~~district's~~district's financial and budgetary conditions ~~after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability~~, the Board shall review any report of the County ~~Superintendent's~~Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of ~~its~~the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, any district contract for auditing services must be approved by the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim ~~fiscal~~ report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern, ~~any contract the district enters into for auditing services must be approved by the County Superintendent.~~.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

CSBA NOTE: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

CSBA NOTE: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

~~The Board shall not select any~~Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm ~~to provide audit services if the~~whose lead or coordinating audit partner having primary responsibility for the audit, ~~or the~~whose audit partner

responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

CSBA NOTE: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, it is recommended that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5

2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit

3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses

4. Participate with the independent auditor in presenting the audit report to the Board

5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting

6. Provide input on the effectiveness of the independent auditor

7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program, ~~specifically~~ ; reporting requirements
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 14500-14508	Financial and compliance audits
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt
Ed. Code 17170-17199.5	California School Finance Authority
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment
Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code ~~42122~~42120-42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions

Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit

Federal	**Description**
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds

Management Resources	**Description**
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies ~~(annual publication)~~
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office

Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds
3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services

3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
6117	Year-Round Schedules
7210	Facilities Financing
7212	Mello-Roos Districts

7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9130	Board Committees
9140	Board Representatives
9322	Agenda/Meeting Materials

Regulation 3350: Travel Expenses

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

Operations

The major focus of conference content must be directly related to Board Goals, needs addressed in school or district plans, or directly related to funding program intent and goals.

The conference shall be related to the primary or major portion of the staff member's assignment, advisory committee's area of concern, or to the furtherance of Board Goals, or needs addressed in the school or district plans. The number of persons attending the conferences or activity shall be reasonable, based on the format of the conference, the type of information to be obtained and disseminated and the availability of funds.

The justification statement must be on the request and a conference brochure must be attached.

The term "conference" as used in the preceding paragraphs, includes any meeting, convention or gathering which an individual will attend outside of the San Ysidro School District, and which necessitates an absence from regular duties in the district.

Meals

Reimbursement shall be based on actual and necessary meal costs. If a meal is not purchased, no amount may be claimed. If the actual cost is less than the approved meal limitations, only the actual amount may be claimed. Gratuities up to 15% may be paid if the total payment of the meal and gratuity does not exceed the limit for meal reimbursement. Original itemized receipts from the vendor must be presented for reimbursement for the employee only. No school district, count board of education, or county superintendent of schools shall expend any public funds on the purchase of alcoholic beverages. (Education Code 44033 (a))

Reimbursement for meals will be:

Breakfast $8.00 Lunch $12.00 Dinner $20.00

When attending an overnight conference where meal(s) are part of the registration package, the daily allowance will be reduced by that meal. For example, if a continental breakfast and lunch are included in the overnight conference price only the dinner allowance will be available for meal reimbursement.

Breakfast, lunch, and dinner will be provided for overnight travel. Allowed meals on the travel day to and from a conference will be prorated.

Lunch will be reimbursed for full day travel which means leaving from your home in the morning to attend a full day meeting or conference and returning to your home that same evening, as long as lunch is not included in the conference or meeting that you are attending.

Lodging

Lodging expense may either be paid by the employee or prepaid by the district. Reservations must be made by the employee. An itemized reservation showing the date(s) and room rate must be presented as support to mail a check to the hotel. If paid by the employee, an actual itemized bill showing paid in full can be presented for reimbursement.

Overnight stay is allowed if the conference destination is either 50 miles away or two hours of travel time. Receipts for hotel rooms must be submitted to Accounts payable after the conference, even if prepayment has been made.

Transportation

Mileage for an employee driving their personal vehicle to a conference or a meeting is computed by leaving either the employee's home or workplace, whichever is most advantageous to the district. The reimbursement rate is equal to the IRS reimbursement rate at the time of travel. The distance claimed must be supported by an authorized web-based mileage calculator such as MapQuest, Google maps, or the equivalent.

If many employees are attending the same meeting or conference, the district encourages carpooling. Travel must be by the least expensive mode not the most convenient. The conference or training activity should be the one in closest proximity (in the event there is a choice of location).

The use of rental cars must be preapproved by the Superintendent (or designee). If an employee uses a district vehicle no mileage is reimbursed.

Disallowances

The following expenditures are not reimbursable:

1. Personal expense such as laundry, entertainment, side trips and/or tours and valet service.
2. Individual membership fees in professional organizations.
3. Expenses of family members or other unauthorized nonemployees.
4. Supplies, books or kits from a meeting without prior approval on a conference request.
5. Registration or tuition fees when credit is earned or given.
6. Unidentified miscellaneous items.

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State References	Description
Ed. Code 42634	Itemization of expenses
Ed. Code 44016	Travel expense to employment interview
Ed. Code 44032	Travel expense payment
Ed. Code 44033	Automobile allowance
Ed. Code 44802	Student teacher's travel expense

Management Resources References	Description
Internal Revenue Service Publication	Per Diem Rates (For Travel Within the Continental United States), Publication 1542
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. General Services Administration, Per Diem Rates - https://simbli.eboardsolutions.com/SU/fOFeTn5Hslshdngflkat4Me5w==
Website	Internal Revenue Service - https://simbli.eboardsolutions.com/SU/Q4VQpg5n4iGWL4GteBcOQw==

Cross References	Description
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/SrcoN8hwjplusCBpsEGTwmpaQ==
2230	Representative And Deliberative Groups - https://simbli.eboardsolutions.com/SU/fmALqpxKD1ahc9dsN3wjlg==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==

3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTeclM7Q1Mv48rA==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRlTTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
9250	Remuneration, Reimbursement And Other Benefits - https://simbli.eboardsolutions.com/SU/VicB84jE3ZgjlGEZp4UUqw==
9250-E PDF(1)	Remuneration, Reimbursement And Other Benefits - https://simbli.eboardsolutions.com/SU/d0YGvtHjc93Rslsh6uqVS6Z8A==

Regulation 3350: Travel Expenses

Status:

Operations

The major focus of conference content must be directly related to Board Goals, needs addressed in school or district plans, or directly related to funding program intent and goals.

The conference shall be related to the primary or major portion of the staff member's assignment, advisory committee's area of concern, or to the furtherance of Board Goals, or needs addressed in the school or district plans. The number of persons attending the conferences or activity shall be reasonable, based on the format of the conference, the type of information to be obtained and disseminated and the availability of funds.

The justification statement must be on the request and a conference brochure must be attached.

The term "conference" as used in the preceding paragraphs, includes any meeting, convention or gathering which an individual will attend outside of the San Ysidro School District, and which necessitates an absence from regular duties in the district.

Meals

Reimbursement shall be based on actual and necessary meal costs. If a meal is not purchased, no amount may be claimed. If the actual cost is less than the approved meal limitations, only the actual amount may be claimed. Gratuities up to 15% may be paid if the total payment of the meal and gratuity does not exceed the limit for meal reimbursement. Original itemized receipts from the vendor must be presented for reimbursement for the employee only. No school district, count board of education, or county superintendent of schools shall expend any public funds on the purchase of alcoholic beverages. (Education Code 44033 (a))

Reimbursement for meals will be:

Breakfast ~~$8.00~~ $15.00 Lunch ~~$12.00~~ $20.00 Dinner ~~$20.00~~ $27.00

When attending an overnight conference where meal(s) are part of the registration package, the daily allowance will be reduced by that meal. For example, if a continental breakfast and lunch are included in the overnight conference price only the dinner allowance will be available for meal reimbursement.

Breakfast, lunch, and dinner will be provided for overnight travel. Allowed meals on the travel day to and from a conference will be prorated.

Lunch will be reimbursed for full day travel which means leaving from your home in the morning to attend a full day meeting or conference and returning to your home that same evening, as long as lunch is not included in the conference or meeting that you are attending.

Lodging

Lodging expenses may either be paid by the employee or prepaid by the district. Reservations must be made by the employee. An itemized reservation showing the date(s) and room rate must be presented as support to mail a check to the hotel. If paid by the employee, an actual itemized bill showing paid in full can be presented for reimbursement.

Overnight stay is allowed if the conference destination is either 50 miles away or two hours of travel time. Receipts for hotel rooms must be submitted to Accounts payable after the conference, even if prepayment has been made.

Transportation

Mileage for an employee driving their personal vehicle to a conference or a meeting is computed by leaving either the employee's home or workplace, whichever is most advantageous to the district. The reimbursement rate is equal to the IRS reimbursement rate at the time of travel. The distance claimed must be supported by an authorized web-based mileage calculator such as MapQuest, Google maps, or the equivalent.

If many employees are attending the same meeting or conference, the district encourages carpooling. Travel must be by the least expensive mode not the most convenient. The conference or training activity should be the one in closest proximity (in the event there is a choice of location).

The use of rental cars must be preapproved by the Superintendent (or designee). If an employee uses a district vehicle no mileage is reimbursed.

Disallowances

The following expenditures are not reimbursable:

1. Personal expenses such as laundry, entertainment, side trips and/or tours and valet service.
2. Individual membership fees in professional organizations.
3. Expenses of family members or other unauthorized nonemployees.
4. Supplies, books or kits from a meeting without prior approval on a conference request.
5. Registration or tuition fees when credit is earned or given.
6. Unidentified miscellaneous items.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description

Ed. Code 42634	Itemization of expenses
Ed. Code 44016	Travel expense to employment interview
Ed. Code 44032	Travel expense payment
Ed. Code 44033	Automobile allowance
Ed. Code 44802	Student teacher's travel expense

Management Resources	**Description**
Internal Revenue Service Publication	Per Diem Rates (For Travel Within the Continental United States), Publication 1542
Website	CSBA District and County Office of Education Legal Services
Website	U.S. General Services Administration, Per Diem Rates
Website	Internal Revenue Service

Cross References

Code	**Description**
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
2121	Superintendent's Contract
2230	Representative And Deliberative Groups
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
4131	Staff Development
4231	Staff Development
4331	Staff Development

6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
9250	Remuneration, Reimbursement And Other Benefits
9250-E PDF(1)	Remuneration, Reimbursement And Other Benefits

Regulation 3260: Fees And Charges

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

When approved by the Board of Education, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

2. Insurance for medical or hospital service for students participating in field trips and excursions. (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds. (Education Code 35330)
4.
5. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

6. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

7. Reimbursement for the direct cost of materials provided by the district to a student for the fabrication of nonperishable personal property the student will take home for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code 17551)

8. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, the district provides a waiver based on financial need, and an exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education (Education Code 39807.5)

9. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)

10. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

11. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

12. Fees for any school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

13. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

14. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

15. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

16. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

17. As allowed in law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that he/she fails to return (Education Code 19910-19911, 48904)

18. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

19. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

20. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263)

21. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 350	Fees not permitted
5 CCR 4600-4687	Uniform complaint procedures
CA Constitution Article 9, Section 5	Common school system - https://simbli.eboardsolutions.com/SU/5LDHgacpLGqiftuxZapslshQg==
Ed. Code 17453.1	District sale or lease of Internet appliances or personal computers to parents of students
Ed. Code 17551	Property fabricated by students
Ed. Code 19910-19911	Offenses against libraries
Ed. Code 32033	Eye protective devices
Ed. Code 32221	Insurance for athletic team member
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 35330-35332	Field trips
Ed. Code 35335	School camp programs
Ed. Code 38080-38086.1	Cafeteria establishment and use
Ed. Code 38120	Use of school band equipment on excursions to foreign countries
Ed. Code 39801.5	Transportation for adults

Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39837	Transportation to summer employment program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 46120	Expanded learning opportunities
Ed. Code 48050	Residents of adjoining states
Ed. Code 48052	Tuition for foreign residents
Ed. Code 48904	Liability of parent or guardian; withholding of grades, diplomas, transcripts
Ed. Code 49010-49013	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49065	Reasonable charge for transcripts
Ed. Code 49066	Grades; effect of physical education class apparel
Ed. Code 49091.14	Parental review of curriculum
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 51810-51815	Community service classes
Ed. Code 52612	Tuition for adult classes
Ed. Code 52613	Nonimmigrant foreign nationals
Ed. Code 56504	School records; students with disabilities
Ed. Code 60410	Books for adult classes
Ed. Code 8211	Priority for full-day programs
Ed. Code 8213	Income eligible; definition
Ed. Code 8252-8254	Early childhood education family fees
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8760-8774	Outdoor science, conservation, and forestry programs
Gov. Code 6253	Request for copy; fee

Federal References	**Description**
8 USC 1184	Foreign students

Management Resources References	**Description**
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 22-01, September 1, 2022 - https://simbli.eboardsolutions.com/SU/jssj7MplusVplusKjP6fQLsHt3fg==
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
Court Decision	CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738
Court Decision	Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Court Decision	Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/axwazcjjKskSaxTplusJVK3HA==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/ctUEAMl5LG7fhlhBosO10A==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/F5tgpslshZS6CSXl2D7P2pmmw==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/H0xq0dXqw6RtT55qw5UHcw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1321	Solicitation Of Funds From And By Students - https://simbli.eboardsolutions.com/SU/iQpS8iwgyslshmeFBIItPa4RQ==
1321	Solicitation Of Funds From And By Students - https://simbli.eboardsolutions.com/SU/NIBQXN33YGNcAsKdUgAWmg==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjlhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/bLXMuzRAKegBslshx6RA0zCCA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/GAdTfvpzgmsFFNi3s6pYKg==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/lG5lslshMzQ0JfEYdyLngDxHQ==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==

3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/lAJDgoYlIDjrGK0VsaiTUA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/kcOX6SlPfyxWNeRTpX9plusfQ==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4112.9-E PDF(4)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RiY6sBOvtZjslshkGuVMKWdLQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4212.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/7bZTplus3Z98mODNKQSpyslshZ4w==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==

4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4312.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RNaAVmS6ngJ9zPWtfa7jSQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQlHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/pESmAhIrKvCt9TDDzpASWA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/vvDhX4MjDrJ0DrsR0yaAxw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.5	Environmental Education - https://simbli.eboardsolutions.com/SU/oRdaYJ0PZupluswKIRwxLTaCQ==

6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSlWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/bpIfq6ODgTOqb5pKplusmrRlQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/ZbAwIfVztbG4fvTGJWBqAA==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/a6gvhYc5ofr1YciT7T4pluspA==
6163.1	Library Media Centers - https://simbli.eboardsolutions.com/SU/lslsh86du039e3kAM9Lgk5plusjg==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/VoppNbk4pBgl2gPK2huvrQ==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/cMfYbPZNNyLJKpE7JPMKxg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/HYbc3y30dclhkp5Y1plusx49w==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/Mghslsh8AyxyEBhj9tbPplusca6g==
9323.2-E PDF(2)	Actions By The Board - https://simbli.eboardsolutions.com/SU/TNeJrr1bk8B4EvwSDHqgHg==

Regulation 3260: Fees And Charges **Status:** ADOPTED

Original Adopted Date: 03/01/2019 | **Last Reviewed Date:** ~~03~~12/01/~~2019~~2022

CSBA NOTE: Pursuant to 5 CCR 350, districts may charge fees only when specifically authorized by law. The following list specifies fees currently authorized by law and should be revised to reflect the types of fees that have been approved by the Governing Board; see the accompanying Board policy. Other permissible fees may exist and be identified in the future. For further information about fees and charges, see the California Department of Education's (CDE)), "Fiscal Management Advisory ~~17~~20-01, Pupil Fees, Deposits and Other Charges."

Pursuant to Education Code 49011, a district is prohibited from requiring a student to pay fees or charges in order to participate in an educational activity. A complaint alleging the unauthorized charging of student fees should be filed in accordance with the uniform complaint procedures; see the accompanying Board policy and BP/AR 1312.3 - Uniform Complaint Procedures. Districts with questions as to whether a particular fee may be charged should consult ~~with~~CSBA District and County Office of Education Legal Services or district legal counsel.

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

CSBA NOTE: In its , "Fiscal Management Advisory ~~17~~20-01," CDE interprets Education Code 35330 as permitting the district, at its discretion, to charge fees for any field trip, provided that no student is prevented from participating in a field trip due to a lack of funds.

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

CSBA NOTE: Education Code 17551 permits the district to sell to a student any property of the district which has been fabricated by the student, as provided in ~~item~~Item #6 below. ~~CDE~~ CDE's, "~~Fiscal Management Advisory 17~~20-01," clarifies that this cost applies to materials students will take home for their own possession and use, such as wood shop, art, or sewing projects.

6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)

CSBA NOTE: Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), prohibits charging a fee for transportation to the parent/guardian of an unduplicated student as defined in Education Code 42238.02, which includes a student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth.

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, ~~the district provides a waiver based on financial need,~~ and an exemption is made for any student with a disability ~~whose individualized education program includes transportation as a related service necessary to receive a~~, or any student who is eligible for free ~~appropriate public education~~or reduced- price meals, any student who is an English learner, or any student who is a foster youth. (Education Code 39807.5)

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)

9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

10. ~~Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)~~

11.10. An adult education or secondary school community service class in civic, vocational, literacy, health, ~~homemaking,~~family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

CSBA NOTE: In its, "Fiscal Management Advisory 20-01," CDE interprets Education Code 32030-32033 as permitting the district to charge fees for safety glasses that a student keeps, if the school provides them free of charge for use in specified courses or activities involving the use of hazardous substances likely to cause injury to the eyes.

12.11. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

13.12. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would

effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

14.13. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

CSBA NOTE: Pursuant to the California Universal Meals Program established by Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), a district is required to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, without consideration of the student's eligibility for a federally funded free or reduced-price meal. For more information regarding the California Universal Meals Program see BP/AR 3550 – Food Service/Child Nutrition Program, BP/AR 3551 – Food Service Operations/Cafeteria Fund, and BP/AR 3553 – Free and Reduced Price Meals.

15.14. Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084) , 49501.5)

CSBA NOTE: According to CDE's, "Fiscal Management Advisory 20-01," a blanket policy that charges fees for any damage caused to district property would be inconsistent with Education Code 19911 and 48904. Therefore, a district should analyze, on a case-by-case basis, whether property has been willfully damaged.

16.15. In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

17.16. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

18.17. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

19.18. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code ~~8239, 8250, 8263)~~ 8211, 8213, 8252-8254)

CBSA NOTE: Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in Fiscal Management Advisory 22-01. Districts with questions as to whether a fee may be charged for summer school should consult CSBA District and County Office of Education Legal Services or district legal counsel.

~~20.~~19. Participation in a before-school ~~or~~, after-school, or intersession program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), ~~or~~ 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, or Expanded Learning Opportunity (ELO) program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6, 46120)

CSBA NOTE: In ~~,~~ "Fiscal Management Advisory ~~17~~20-01, ," CDE lists Advanced Placement and International Baccalaureate examination fees as permissible. Some districts choose to reduce the cost of the fees for low-income students through the use of district funds or other funding sources; see BP 6141.4 - International Baccalaureate Program and BP 6141.5 - Advanced Placement.

21.20. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

CSBA NOTE: In its ~~,~~ "Fiscal Management Advisory ~~17~~20-01, ," CDE advises that a district that requires its students to wear a cap and gown as a condition for their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor.

Collection of Debt

CSBA NOTE: Education Code 49014 (the Public School Fair Debt Collection Act~~), as added by AB 1974 (Ch. 577, Statutes of 2018),~~) establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including a requirement to provide the parent/guardian with an itemized invoice that references the district's policies relating to debt collection and the rights established pursuant to Education Code 49014 and 49557.5 (unpaid meal fees). It is recommended that districts include references to this administrative regulation and the accompanying Board policy~~, as well as BP/AR 3551 - Food Service Operations/Cafeteria Fund.~~. For additional rights established by Education Code 49014, including prohibitions against directly billing a student or former student or imposing any negative action on a student, see the accompanying Board policy.Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 350	Fees not permitted
5 CCR 4600-4687	Uniform complaint procedures
CA Constitution Article 9, Section 5	Common school system
Ed. Code 17453.1	District sale or lease of Internet appliances or personal computers to parents of students
Ed. Code 17551	Property fabricated by students
Ed. Code 19910-19911	Offenses against libraries
Ed. Code 32033	Eye protective devices
Ed. Code 32221	Insurance for athletic team member
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 35330-35332	Field trips
Ed. Code 35335	School camp programs
Ed. Code 38080-38086.1	Cafeteria establishment and use
Ed. Code 38120	Use of school band equipment on excursions to foreign countries
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39837	Transportation to summer employment program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 46120	Expanded learning opportunities
Ed. Code 48050	Residents of adjoining states
Ed. Code 48052	Tuition for foreign residents
Ed. Code 48904	Liability of parent or guardian; withholding of grades, diplomas, transcripts
Ed. Code 49010-49013	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49065	Reasonable charge for transcripts
Ed. Code 49066	Grades; effect of physical education class apparel
Ed. Code 49091.14	Parental review of curriculum

Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 51810-51815	Community service classes
Ed. Code 52612	Tuition for adult classes
Ed. Code 52613	Nonimmigrant foreign nationals
Ed. Code 56504	School records; students with disabilities
Ed. Code 60410	Books for adult classes
Ed. Code ~~8239~~8211	~~Preschool and wraparound child care services~~Priority for full-day early childhood education programs
Ed. Code ~~8250~~8213	~~Child care and development services for children with disabilities~~Income eligible; definition
Ed. Code ~~8263~~8252-8254	~~Eligibility and priorities for subsidized child development services~~Early childhood education family fees
Ed. Code ~~8422~~8420-8428	21st Century High School After School Safety and Enrichment for Teens programs
Ed. Code 8760-8774	Outdoor science, conservation, and forestry programs
Gov. Code 6253	Request for copy; fee

Federal	**Description**
8 USC 1184	Foreign students

Management Resources	**Description**
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory ~~17~~20-01, July ~~28, 2017~~23, 2020
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 22-01, September 1, 2022
Court Decision	CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738
Court Decision	Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Court Decision	Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education

Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
1230	School-Connected Organizations
1230	School-Connected Organizations
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3290	Gifts, Grants And Bequests
3452	Student Activity Funds
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program

3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5111.1	District Residency
5111.1	District Residency
5111.2	Nonresident Foreign Students
5125	Student Records
5125	Student Records
5142	Safety
5142	Safety
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs

5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6158	Independent Study
6158	Independent Study
6161.2	Damaged Or Lost Instructional Materials
6163.1	Library Media Centers
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6177	Summer Learning Programs
6178.2	Regional Occupational Center/Program
6200	Adult Education
6200	Adult Education
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

Regulation 3250: Transportation Fees

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

Fee Schedule and Collection

Transportation fees charged by the district shall not exceed the statewide average nonsubsidized cost of providing such transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction. (Education Code 39807.5)

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 39809.5)

The Board of Education shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Bus passes: The District will provide one (1) bus pass per student upon enrollment for transportation services. The bus passes are issued/sold at the District's Transportation Department. No money shall be collected on school buses.

Replacement of Bus Passes: Bus passes are considered the property of the district, rented to the bearers, who are charged with custodial responsibility and are expected to safeguard them accordingly. The district assumes no responsibility for missing, lost or stolen passes including mutilated or damaged (not normal wear and tear) passes. Replacement of Bus passes will be issued upon the payment of ten dollars ($10.00) service charge.

Exemption from Fees

Eligibility for free transportation based on indigency shall be based on the income eligibility scales used for the free and reduced-price lunch program and/or proof of receipt of Temporary Assistance to Needy Families (TANF).

At the beginning of the school year and whenever a new student is enrolled, parents/guardians shall receive information about free transportation eligibility standards, application procedures and appeal procedures.

All applications and records related to eligibility for free transportation shall be confidential and used only for purposes directly connected with the free transportation program.

All applications and records related to eligibility for free transportation shall be confidential and used only for purposes directly connected with the free transportation program.

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted or announced in any manner or used for any purpose other than the transportation program.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs - https://simbli.eboardsolutions.com/SU/2plusoOlNP9plus8k2kxekeluvFw==
Ed. Code 10913	Fees for uses of school buses for community recreation purposes - https://simbli.eboardsolutions.com/SU/yqjrwj2jslshxfZEkciUSABLg==
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments

Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources References	**Description**
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
Court Decision	Hartzell v. Connell, 35 Cal.3d 899 (1984)
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6181	Alternative Schools/Programs Of Choice - https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtleJpLYEQ==

Regulation 3250: Transportation Fees **Status:** ADOPTED

Original Adopted Date: 05/01/2019 | **Last Reviewed Date:** ~~05~~12/01/~~2019~~2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect transportation services provided by the district for which fees will be charged.

Pursuant to 5 CCR 350, students must not be required to pay any fee, deposit, or other charge not specifically authorized by law. Districts should consult CSBA District and County Office of Education Legal Services or district legal counsel before establishing any transportation fee not listed below.

In *Hartzell v. Connell*, the California Supreme Court ruled that districts may not charge students to participate in extracurricular activities, but did not speak directly to transportation. There is no law which directly permits a district to charge a fee for transportation to and from extracurricular activities. It could be argued that transportation is not an integral part of an extracurricular activity. However, absent any case law, legislation, or regulation authorizing fees for transportation to extracurricular activities or for any other activity not specifically enumerated as permitting fees to be charged, districts desiring to charge such fees should consult ~~with~~ legal counsel.

When approved by the Governing Board, the district may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

With Board approval, the district may also charge transportation fees for:

CSBA NOTE: Pursuant to Education Code 10901, the community recreation programs described in ~~item~~Item #1 below are programs that are sponsored by a nonprofit organization for the benefit of disadvantaged school-age children or students with disabilities in a county with a population of 45,000 or less according to the most recent federal census.

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)

CSBA NOTE: Items #2-4 are for use by districts that maintain high schools.

2. Students traveling between the regular full-time schools ~~they would attend~~of attendance and ~~the~~ regular full-time occupational classes provided by a regional occupational center or program ~~(ROC/P)~~ (Education Code 39807.5)

3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)

4. Students traveling to and from ~~their places~~a place of employment during ~~the~~ summer in connection with a summer employment program for youth (Education Code 39837)

CSBA NOTE: Although Education Code 39807.5 requires any fee for home-to-school transportation or transportation to and from a regional occupational center or program to be no greater than the statewide average nonsubsidized cost of providing this transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction, this statewide average cost is no longer being calculated. Instead, districts must ensure that transportation fees, when combined with funding received from the state, do not exceed actual operating costs. Similarly, for the services described in ~~items~~Items #1 and 3-4 above, the district is authorized pursuant to Education Code 10913, 39801.5, and 39837 to establish a reasonable fee covering all or parts of the costs of the services.

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

Bus passes and tickets shall be sold ~~at~~ , electronically, if available, and at all district schools and at the district office. No money shall be collected on school buses.

~~**Exemption from Fees**~~

~~CSBA NOTE: The following section may be revised to reflect district practice.~~

~~Pursuant to Education Code 39807.5, the Governing Board is mandated to adopt criteria for parents/guardians to be exempted from transportation fees based on financial need; see the accompanying Board policy.~~

~~Upon enrollment and at the beginning of each school year, parents/guardians shall receive information about income eligibility standards and application procedures for a waiver of the transportation fee. All applications and related records shall be confidential and used only for the purpose of determining a student's eligibility for a fee waiver.~~

~~Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.~~

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs

Ed. Code 10913	Fees for uses of school buses for community recreation purposes
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to ~~ROC/P,~~ ~~apportionments~~regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources	**Description**
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory ~~17~~20-01, July ~~28, 2017~~23, 2020
Court Decision	Arcadia Unified School District et. al. v. State Department of Education, (1992) 2 Cal. 4th 251 ~~(1992)~~
Court Decision	Hartzell v. Connell, (1984) 35 Cal.3d 899 ~~(1984)~~
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	**Description**
3260	Fees And Charges
3260	Fees And Charges
3540	Transportation
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5125	Student Records
5125	Student Records
6159	Individualized Education Program
6159	Individualized Education Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

Policy 3250: Transportation Fees

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Reviewed Date:** 05/09/2019

Because the cost of providing student transportation exceeds funding provided by the state, the Board of Education finds it necessary to charge fees for home-to-school student transportation.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval. Fees shall be determined on the basis of operating costs in accordance with law.

No charge shall be made for any transportation of students whose individualized education program requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs - https://simbli.eboardsolutions.com/SU/2plusoOlNP9plus8k2kxekeluvFw==
Ed. Code 10913	Fees for uses of school buses for community recreation purposes - https://simbli.eboardsolutions.com/SU/yqjrwj2jslshxfZEkciUSABLg==
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to regional occupational center or program
Ed. Code 42238.02	Local Control Funding Formula
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources References	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
Court Decision	Hartzell v. Connell, 35 Cal.3d 899 (1984)
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==

3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6181	Alternative Schools/Programs Of Choice - https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtleJpLYEQ==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE T FOR FISCAL YEAR 2020-21

BACKGROUND INFORMATION:
On March 3, 2020, the voters within the District authorized Measure T general obligation bonds not to exceed $52,985,000.

Measure T bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

The General Obligation Bond Measure T audit for fiscal year 2020-21 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item. The report is provided under separate cover.

RECOMMENDATION:
Approve the 2020-21 Annual Financial Audit Report for General Obligation Bond Measure T.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

San Ysidro School District

Measure T Building Fund General Obligation Bond

Financial Statements &
Supplementary Information

June 30, 2021

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure T Building Fund (21-39)
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June 30, 2021

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San Ysidro School District
Measure T Building Fund (21-39)
Introduction & Citizens' Oversight Committee Member Listing

The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to 4,419 preschool to eighth grade students.

On March 3, 2020, the voters within the District authorized Measure T general obligation bonds not to exceed $52,985,000.

Measure T bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statues of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2021:

Name	Position	Representative	Term Expiration
Ricardo Macedo	Chair	Business Group	Year 2
Gloria McKearny	Vice Chair	Taxpayer Group	Year 2
Hilario Rodriguez	Member	At-Large Community	Year 2
Kenneth Johnson	Member	Parent of a Student	Year 2
Holden Robbins	Member	Parent of a Student	Year 2
Leticia Gomez	Member	At-Large Community	Year 2
Manuel Lopez Jr.	Member	Senior Citizens Organization	Year 2

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Governing Board
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure T Building Fund (21-39), which comprise the balance sheet as of June 30, 2021, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure T Building Fund (21-39) as of June 30, 2021, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note A, the financial statements present only the Building Fund (21-39) which is specific to Measure T and is not intended to present fairly the financial position and results of operations of San Ysidro School District in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023, on our consideration of San Ysidro School District Measure T Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 31, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure T Building Fund (21-39). That report is an integral part of our audit of the San Ysidro School District Measure T Building Fund (21-39) for the fiscal year ended June 30, 2021 and should be considered in assessing the results of our financial audit.

Wilkinson Hadley King + CoLLP

El Cajon, California
March 31, 2023

SAN YSIDRO SCHOOL DISTRICT
MEASURE T BUILDING FUND (21-39)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2021
(Unaudited)

This section of the San Ysidro School Districts'(SYSD) Measure T Building Fund annual financial and performance report presents the discussion and analysis of the Measure T bond program during the fiscal year that ended June 30, 2021. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

- On September 17, 2020 SYSD issued 2020 Election Series A bonds in the amount of $15,830,000.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure T bond activity in the District's Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

FINANCIAL ANALYSIS OF MEASURE T BUILDING FUND

Balance Sheet

The District's Measure T Building Fund balance as of June 30, 2021 was $0 (see Table A-1). The funds were used to finance the modernization and construction of school sites and refund older bonds for present value savings.

Table A-1
Measure T Building Fund
Balance Sheet

	Year Ended June 30, 2021	Year Ended June 30, 2020	Change	Percentage Change
Assets				
Cash and Investments	$ 15,362,416	$ -	15,362,416	100%
Other Current Assets	-	-	-	0%
Total Assets	$ 15,362,416	$ -	$ 15,362,416	100%
Liabilities				
Cost of Issueance	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	15,362,416	-	15,362,416	100%
Total Fund Balance	15,362,416	-	15,362,416	100%
Total Liabilities & Fund Balance	$ 15,362,416	$ -	$ 15,362,416	100%

Fund Balance (or Change in Fund Balance)

The District's total Measure T Building Fund revenue and other sources increased by $15,830,000. The total expenditures and other uses also increased by $15,830,000.

Table A-2
Measure T Building Fund
Changes in Fund Balance

	June 30, 2021	June 30, 2020	Change	Percentage Change
Other Sources				
Proceeds from sale of bonds	15,830,000	-	15,830,000	100%
Total Other Sources	15,830,000	$ -	15,830,000	100%
Expenditures & Other Uses				
Cost of Issueance	(467,584)	-	(467,584)	100%
Debt service - Interest	(1,362,416)	-	(1,362,416)	100%
Debt service - Principal	(14,000,000)	-	(14,000,000)	100%
Total Expenditures & Other Uses	(15,830,000)	-	(15,830,000)	100%
Change in Fund Balance	-	-	-	0%
Fund Balance - Beginning	-	-	-	0%
Fund Balance - Ending	$ -	$ -	$ -	0%

CAPITAL ASSETS

During the fiscal year ended June 30, 2021 SYSD expended no capital expenditures from Measure T funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

LONG TERM DEBT

The following table presents a comparison of long-term debt associated with Measure T Building Fund:

Table A-3
Measure T Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2021	2020	Change	Change
General Obligation Bonds				
Principal Balance	$ 15,830,000	$ -	$ -	0%
Total Measure T GO Bonds	$ 15,830,000	$ -	$ -	0%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173

Financial Statements

San Ysidro School District
Measure T Building Fund (21-39)
Balance Sheet
June 30, 2021

ASSETS	
Current Assets	
Cash in county treasury	$ -
Accounts receivable	-
TOTAL ASSETS	$ -
LIABILITIES AND FUND BALANCE	
Current Liabilities	
Accounts payable	$ -
Total Liabilities	-
Fund Balance	
Restricted for capital projects	-
Total Fund Balance	-
TOTAL LIABILITIES AND FUND BALANCE	$ -

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District
Measure T Building Fund (21-39)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2021

OTHER SOURCES	
Proceeds from sale of bonds	$ 15,830,000
TOTAL OTHER SOURCES	15,830,000
EXPENDITURES	
Current Expenditures	
Cost of Issuance:	467,584
Debt Service	
Interest	1,362,416
Principal	14,000,000
TOTAL EXPENDITURES	15,830,000
NET CHANGE IN FUND BALANCE	-
FUND BALANCE, BEGINNING OF YEAR	-
FUND BALANCE, END OF YEAR	$ -

The accompanying notes to the financial statements are an integral part of this statement.

A. Summary of Significant Accounting Policies

San Ysidro School District Measure T Building Fund (21-39), hereinafter referred to as the "Bond Fund", accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure T, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens' Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund's policy to use restricted resources first, then unrestricted resources.

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to $250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

Level 1 Inputs:	Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
Level 2 Inputs:	Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
Level 3 Inputs:	Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of $52,985,000 principal amount of general obligation bonds. As of June 30, 2021, $37,155,000 of the authorized amount remains unissued.

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2020 Go Bonds Series A	09/03/20	0.37-2.97%	08/01/45	15,830,000
Total GO Bonds				$ 15,830,000

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2020 Series A Principal	-	15,830,000	-	15,830,000	1,235,000
Total GO Bonds	$ -	$ 15,830,000	$ -	$ 15,830,000	$ 1,235,000

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	$ 1,235,000	$ 357,576	$ 1,592,576
2023	1,335,000	351,448	1,686,448
2024	200,000	346,833	546,833
2025	225,000	344,932	569,932
2026	245,000	342,493	587,493
2027-2031	1,615,000	1,643,977	3,258,977
2032-2036	2,425,000	1,425,182	3,850,182
2037-2041	3,540,000	1,023,455	4,563,455
2042-2046	5,010,000	392,287	5,402,287
Totals	$ 15,830,000	$ 6,228,183	$ 22,058,183

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

Total Interest	$ 6,228,183
Less Bond Premium	-
Net Interest	$ 6,228,183
Par Amounts of Bonds	$ 15,830,000
Periods	25
Effective Interest Rate	1.57%

D. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2021.

2. Construction Commitments

As of June 30, 2021, the Bond Fund had no outstanding construction commitments.

E. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021	2021-22
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Governing Board
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure T Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise San Ysidro School District Measure T Building Fund's basic financial statements, and have issued our report thereon dated March 31, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure T Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District Measure T Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King + Co LLP

El Cajon, California
March 31, 2023

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Performance

To the Governing Board
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

We were engaged to conduct a performance audit of the San Ysidro School District Measure T Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2021.

Management's Responsibility for Performance Compliance

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure T as approved by registered voters for the fiscal year ended June 30, 2021. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure T General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.

- The Governing Board of the San Ysidro School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director or appropriate District employee, and the Chief Business Official or appropriate designee verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure T proceeds were spent solely on voter and Board approved school facilities projects as set forth in the bond Projects List and language of the Measure T ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure T ballot Measure Ts well as applicable state laws and regulations.

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure T to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure T designated projects to determine whether the funds expended for the year ended June 30, 2021, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, and other pertinent information provided, it appears no construction work was performed in 2020-21. All expenditures were related to issuing the bond and refunding prior debt service. This was consistent with the allowable expenditures identified in Measure T ballot measures.

Citizens' Oversight Committee

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2021. During meetings expenditures for the 2020-21 fiscal years were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2020-21 fiscal year on May 20, 2021.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2021, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

The results of our tests indicated that the District has complied with the requirements set forth in Measure T, approved by voters on March 3, 2020 in accordance with Proposition 39 as outlined in Article XIIIA, Section 1(b)(3)(c) of the California Constitution.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Measure T Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

Wilkinson Hadley King + Co LLP

El Cajon, California
March 31, 2023

Auditor’s Results, Findings & Recommendations

San Ysidro School District
Measure T Building Fund (21-39)

Schedule of Auditor's Results

Year Ended June 30, 2021

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	____ Yes	X No
Noncompliance material to financial statements noted?	____ Yes	X No

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

San Ysidro School District
Measure T Building Fund (21-39)
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

No findings have been identified in the 2020-21 fiscal year.

San Ysidro School District
Measure T Building Fund (21-39)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2021

There was no audit performed for the fiscal year ended June 30, 2020.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE U FOR FISCAL YEAR 2020-21

BACKGROUND INFORMATION:
On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed $55,500.00.

Measure U bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

The General Obligation Bond Measure U audit for fiscal year 2020-21 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item. The report is provided under separate cover.

RECOMMENDATION:
Approve the 2020-21 Annual Financial Audit Report for General Obligation Bond Measure U.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A (Amount)

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

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

San Ysidro School District

Measure U Building Fund
General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2021

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure U Building Fund (21-33)
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June 30, 2021

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San Ysidro School District
Measure U Building Fund (21-33)
Introduction & Citizens' Oversight Committee Member Listing

The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to about 4,419 preschool through eighth grade students.

On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed $55,500,000.

Measure U bonds are Proposition 39 bonds, issued by the County of San Diego on behalf of San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statues of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2021:

Name	Position	Representative	Term Expiration
Ricardo Macedo	Chair	Business Group	Year 2
Gloria McKearney	Vice Chair	Taxpayer Group	Year 2
Hilario Rodriguez	Member	At-Large Community	Year 2
Kenneth Johnson	Member	Parent of Student	Year 2
Holden Robbins	Member	Parent of Student	Year 2
Leticia Gomez	Member	At-Large Community	Year 2
Manuel Lopez Jr.	Member	Senior Citizens Organization	Year 2

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Governing Board
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure U Building Fund (21-33), which comprise the balance sheet as of June 30, 2021, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure U Building Fund (21-33) as of June 30, 2021, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note A, the financial statements present only the Building Fund (21-33) which is specific to Measure U and is not intended to present fairly the financial position and results of operations of San Ysidro School District in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023, on our consideration of San Ysidro School District Measure U Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 31, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure U Building Fund (21-33). That report is an integral part of our audit of the San Ysidro School District Measure U Building Fund (21-33) for the fiscal year ended June 30, 2021 and should be considered in assessing the results of our financial audit.

Wilkinson Hadley King + CoLLP

El Cajon, California
March 31, 2023

San Ysidro School District
MEASURE U BUILDING FUND (21-33)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2021
(Unaudited)

This section of the San Ysidro School District's (SYSD) Measure U Building Fund annual financial and performance report presents the management discussion and analysis of the Measure U bond program during the fiscal year that ended June 30, 2021. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

- The Measure U Building Fund expended $657,045 in capital expenditures and bond issuance costs during the year ended June 30, 2021.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure U bond activity in the District's Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

FINANCIAL ANALYSIS OF PROPOSITION U BUILDING FUND

Balance Sheet

The District's Measure U Building Fund balance as of June 30, 2021 was $20,004,611 (see Table A-1). The funds are used to finance the modernization and construction of school sites.

Table A-1
Measure U Building Fund
Balance Sheet

	Year Ended June 30, 2021	Year Ended June 30, 2020	Change	Percentage Change
Assets				
Cash and Investments	$ 20,004,611	$ -	$ 20,004,611	100%
Total Assets	$ 20,004,611	$ -	$ 20,004,611	100%
Liabilities				
Accounts Payable	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	20,004,611	-	20,004,611	100%
Total Fund Balance	20,004,611	-	20,004,611	100%
Total Liabilities & Fund Balance	$ 20,004,611	$ -	$ 20,004,611	100%

Fund Balance (or Change in Fund Balance)

The District's total Measure U Building Fund revenue and other sources were $22,661,661. The total expenditures and other uses were $2,657,050.

Table A-2
Measure U Building Fund
Changes in Fund Balance

	June 30, 2021	June 30, 2020	Change	Percentage Change
Revenues & Other Sources				
Proceeds From Sale of Bonds	$ 22,478,801	-	$ 22,478,801	100%
Interest Income	99,639	-	99,639	100%
Fair Market Value Adjustment	83,221		83,221	100%
Total Revenues & Other Sources	22,661,661	$ -	22,578,440	100%
Expenditures & Other Uses				
Cost of Issuance	(604,545)	-	(604,545)	100%
Capital Outlay	(52,500)	-	(52,500)	100%
Other Financing Uses	(2,000,005)	-	(2,000,005)	100%
Total Expenditures & Other Uses	(2,657,050)	-	(2,657,050)	100%
Change in Fund Balance	20,004,611	-	20,004,611	100%
Fund Balance - Beginning	-	-	-	100%
Fund Balance - Ending	$ 20,004,611	$ -	$ 20,004,611	100%

CAPITAL ASSETS

During the fiscal year ended June 30, 2021 the Measure U Building Fund expended $52,500 in capital expenditures from Measure U funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

LONG TERM DEBT

The following table presents a comparison of long-term debt associated with Measure U Building Fund:

Table A-3
Measure U Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2021	2020	Change	Change
General Obligation Bonds				
Principal Balance	$ 20,000,000	$ -	$ 20,000,000	100%
Bond Premium	2,454,509	-	2,454,509	100%
Total Measure A GO Bonds	$ 22,454,509	$ -	$ 22,454,509	100%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction
- Possible increases and delays in building costs due to COVID-19

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 91962

Financial Statements

San Ysidro School District
Measure U Building Fund (21-33)
Balance Sheet
June 30, 2021

ASSETS	
Current Assets	
Cash in county treasury	$ 20,004,611
TOTAL ASSETS	$ 20,004,611
LIABILITIES AND FUND BALANCE	
Current Liabilities	
Total Liabilities	-
Fund Balance	
Restricted for capital projects	20,004,611
Total Fund Balance	20,004,611
TOTAL LIABILITIES AND FUND BALANCE	$ 20,004,611

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District
Measure U Building Fund (21-33)

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2021

REVENUES & OTHER SOURCES		
Proceeds from Sale of Bond	$	22,478,801
Interest Income		99,639
Fair Market Value Adjustment		83,221
TOTAL REVENUES & OTHER SOURCES		22,661,661
EXPENDITURES		
Other Operating Expenses:		
Cost of Issuance		604,545
Capital Outlay		52,500
Debt Service:		
Other Financing Uses - Transferred to Debt Service Fund		2,000,005
TOTAL EXPENDITURES		2,657,050
NET CHANGE IN FUND BALANCE		20,004,611
FUND BALANCE, BEGINNING OF YEAR		-
FUND BALANCE, END OF YEAR	$	20,004,611

The accompanying notes to the financial statements are an integral part of this statement.

A. Summary of Significant Accounting Policies

San Ysidro School District Measure U Building Fund (21-33), hereinafter referred to as the "Bond Fund", accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure U, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens' Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The Bond Fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund's policy to use restricted resources first, then unrestricted resources.

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the Bond Fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to $250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

Level 1 Inputs:	Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
Level 2 Inputs:	Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
Level 3 Inputs:	Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The Bond Fund's investments at June 30, 2021, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

		Fair Value Measurement Using		
	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
San Diego County Treasury	$ 20,004,611	$ -	$ 20,004,611	$ -
Total investments by fair value level	$ 20,004,611	$ -	$ 20,004,611	$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool ($20,004,611 as of June 30, 2021). The fair value of the Bond Fund's portion of this pool as of that date, as provided by the pool sponsor, was $20,004,611. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District's investment policy.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2021, credit risk for the Bond Fund's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
County Treasurer's Investment Pool	Unrated	Not Applicable	$ 19,980,318

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the Bond Fund's name. The California Government Code and the Bond Fund's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the Bond Fund's name.

At June 30, 2021, the Bond Fund was not exposed to custodial credit risk.

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of $20,004,611. The average weighted maturity for this pool was 613 days at June 30, 2021.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

E. Short Term Debt Activity

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2021.

F. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of $55,500,000 principal amount of general obligation bonds. As of June 30, 2021, $20,000,000 of the authorized amount has been issued.

General obligation bonds at June 30, 2021 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2020 GO Bonds Series A	09/03/20	3.00-4.00%	08/01/45	$ 20,000,000
Total GO Bonds				$ 20,000,000

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2020 GO Bonds Series A					
Principal	-	$ 20,000,000	-	$ 20,000,000	1,505,000
Premium	-	2,454,509	-	2,454,509	184,579
Total GO Bonds	$ -	$ 22,454,509	$ -	$ 22,454,509	$ 1,689,579

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ended June 30,	Principal	Interest	Total
2022	$ 1,505,000	$ 745,475	$ 2,250,475
2023	1,690,000	697,550	2,387,550
2024	810,000	656,000	1,466,000
2025	155,000	636,700	791,700
2026	190,000	629,800	819,800
2027-2031	1,540,000	2,993,000	4,533,000
2032-2036	2,800,000	2,791,200	5,591,200
2037-2041	4,515,000	1,751,800	6,266,800
2042-2046	6,795,000	585,600	7,380,600
Total	$ 20,000,000	$ 11,487,125	$ 31,487,125

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2020 Series A
Total Interest Payments on Bonds	$ 11,487,125
Less Bond Premium	(2,454,509)
Net Interest Payments	$ 9,032,616
Par Amount of Bonds	20,000,000
Periods	25
Effective Interest Rate	1.81%

G. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2021.

2. Construction Commitments

As of June 30, 2021, the Bond Fund had not finalized project costs to show construction commitments.

H. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021	2021-22
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Governing Board
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure U Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise San Ysidro Schools District Measure U Building Fund's basic financial statements, and have issued our report thereon dated March 31, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure U Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure U Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District's Measure U Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District Measure U Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the San Ysidro School District Measure U's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King + CoLLP

El Cajon, California
March 31, 2023

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Performance

To the Governing Board
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

We were engaged to conduct a performance audit of the San Ysidro School District's Measure U Building Fund (21-33), herein after referred to as the Bond Fund, for the year ended June 30, 2021.

Management's Responsibility for Performance Compliance

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure U as approved by registered voters for the fiscal year ended June 30, 2021. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure U General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.

- The Governing Board of the San Ysidro School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director or appropriate District employee, and the Chief Business Official or appropriate designee verifies that the requested purchase is an allowable project cost in accordance with the ballot measure.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. Testing totaled to $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure U proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Projects List and language of the Measure U ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure U ballot measure as well as applicable state laws and regulations.

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure U to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure U designated projects to determine whether the funds expended for the year ended June 30, 2021, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, review of project photographs, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Measure U ballot measures.

Citizens' Oversight Committee

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2021. During meetings, expenditures for the 2020-21 fiscal year were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2020-21 fiscal year on May 20, 2021.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2021, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

The results of our tests indicated that the District has complied with the requirements set forth in Measure U, approved by voters on March 3, 2020 in accordance with Proposition 39 as outlined in Article XIIIA, Section 1(b)(3)(c) of the California Constitution.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Measure U Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

Wilkinson Hadley King + Co LLP

El Cajon, California
March 31, 2023

Auditor’s Results, Findings & Recommendations

San Ysidro School District
Measure U Building Fund (21-33)

Schedule of Auditor's Results

Year Ended June 30, 2021

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	____ Yes	X No
Noncompliance material to financial statements noted?	____ Yes	X No

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards,* or *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

San Ysidro School District
Measure U Building Fund (21-33)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2021

There was no audit performed for the fiscal year ended June 30, 2020.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:
Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is allowable by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

RECOMMENDATION:
Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill 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?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

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

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: San Ysidro School District District CDS Code: 37-68379

Name of County: San Diego County Office of Education County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 04/13/2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Gina A. Potter		Superintendent
Name	*Signature*	*Title*
(619) 428 - 1505	(619) 428 - 4476	April 17, 2023
Fax Number	*Telephone Number*	*Date*

4350 Otay Mesa Road, San Ysidro, CA 92173
Mailing Address

gina.potter@sysdschools.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	3
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	3
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	3
Special Education	3
TOTAL	9

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Science	1
Math	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☑ No

If no, explain. We do not have a Commission-approved program.

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

Alliant International University, Brandman University, High Tech High, National University, Point Loma Nazarene University, and San Diego State University.

If no, explain why you do not participate in an internship program.

N/A

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☒ Informational
☐ Action

AGENDA ITEM: PILOT OF HISTORY-SOCIAL SCIENCE CORE MATERIALS FOR ELEMENTARY SCHOOL

BACKGROUND INFORMATION:

The State Board of Education adopted the History-Social Science Framework on July 14, 2016. Curriculum frameworks provide guidance to educators, parents, and publishers, to support implementing California content standards. The History-Social Science state content standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.

The current History-Social Science materials for elementary were adopted in 2007, therefore; it is crucial for our District to begin with the pilot process with the purpose of adopting. The District will follow the adoption process to comply with the requirements of the California History-Social Science Framework.

A committee of teachers from our elementary schools reviewed different History-Social Science materials and based on their review and discussion, the following materials were recommended for piloting:

- Teacher Curriculum Institute (TCI)
- McGraw -Hill IMPACT
- Pearson Scott Foresman/Prentice Hall: California History-Social Science

RECOMMENDATION:

Approve the pilot of History Social Science core instructional materials for elementary schools at no cost to the 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?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Lead & Pupil Services
Russell Little, Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: STUDENT PARTICIPATION AT THE 30TH ANNUAL ADELANTE MUJER CONFERENCE

BACKGROUND INFORMATION:
The Adelante Mujer Conference is presented annually to expose, motivate, and empower female youth to achieve in school and learn about professional career options available to them through career workshops provided by professional women. Keynote speakers provide introductory speeches which are practical and inspirational. Workshops will focus on law, business, media engineering and medicine, in addition to a variety of other career and social development topics.

Female students in grades 7th and 8th and their mothers/guardians from San Ysidro Middle and Vista del Mar school will attend the Adelante Mujer Conference on Saturday, April 15, 2023, at Rancho del Rey Middle School.

Cost implications include: ▪ Registration fees $15 per participant, ▪ transportation services and ▪ compensation for teachers and/or chaperones.

RECOMMENDATION:
Approve the attendance and participation of approximately sixty middle school students and their parents at the 30th Annual Adelante Mujer Conference scheduled for Saturday, April 15, 2023, at the total cost of $1,700.00 from the General 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.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,700.00	General fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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

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

FROM:
Vista Del Mar & San Ysidro Middle
Irene Herrera-Cevallos/Manuel
Bojorquez, Principals

☐ Informational
☒ Action

AGENDA ITEM: REVISIONS OF THE SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR VISTA DEL MAR AND SAN YSIDRO MIDDLE SCHOOLS

BACKGROUND INFORMATION:

The School Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

The SPSAs for all schools were Board approved on June 23, 2022. The Principals at Vista Del Mar and San Ysidro Middle Schools are requesting approval of the revisions to their SPSAs. The revisions include updates to their budgets for this school year.

RECOMMENDATION:

Approve the revisions of the School Plan for Student Achievement for Vista Del Mar and San Ysidro Middle Schools.

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 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

VDM Revised
SPSA 2022-2023

School Plan for Student Achievement (SPSA)

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Vista Del Mar Middle School	37683790137737	03/27/2023	04/13/2023

Purpose

(Only required for CSI, TSI, or ATSI campuses) Briefly describe the purpose of this plan.

Description

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This School Plan for Student Achievement is directly aligned with the San Ysidro School District's Learning Continuity and Attendance plan for the 2022-2023 school year.

San Ysidro School District's mission is to provide quality education and opportunity for ALL students to succeed. Therefore, we are committed to providing each of our students with a supportive learning environment for all of our students, including our students with disabilities to be successful. The LCAP aligns with the 8 state priorities and will comprise five goals – 1) Student Achievement 2) English Language Proficiency 3) Safety, Climate, and Student Engagement, 4) Social-Emotional Skills, and 5) Parent Engagement.

Based on the input of our educational partners, best practices, and data analysis, Local Control Funding will be allocated towards providing basic services necessary for the day-to-day running of the school district, as well as enhancing the educational experience for our students. In response to feedback from our educational partners and data analysis, we will continue to focus on student interventions and support for academic success, and include a goal for supporting the area of English language proficiency. Additionally, we will continue our focus on parent engagement and communication, positive school environments through our PBIS model and multi-tiered system of support for student engagement and attendance, as well as support for the social-emotional and wellbeing needs of our students through a multitiered approach.

Based on data collected and analyzed during the 2021-22 school year, as well as the input from our educational partners that were gathered at community feedback forums hosted by each school site, management feedback meetings, DPAC/DELAC overview and feedback meetings, staff feedback meetings, survey data, student feedback meetings, and the Differentiated Assistance process, our 2021-24 LCAP will focus on:

1. Support for student learning through interventions to accelerate learning and mitigate learning loss. To that end, we will focus on the implementation of our Instructional Design and model of continuous improvement through the refinement and support of our systems. A key feature of this system is Science and Physical Education (PE) team, who will continue to provide high quality enrichment with integrated ELD through Project Lead the Way (PLTW) grade level modules and SPARKS PE to students during teacher and site admin Data Reflection Sessions and teacher planning time. (Goal 1; Action 6). Additionally, we will push in supports that include instructional aides to deliver and support with targeted interventions supports for core instruction (Goal 1; Actions 15 & 19), as well as increase the instructional day to allow expanded learning and enrichment to accelerate learning and increase student engagement (Goal 1; Action 20 & Goal 3; Action 8)

2. Increase professional learning with a focus on English language proficiency to include follow-up planning and implementation coaching supported by our Resource Teachers (Goal 1; Action 12). The implementation of professional learning, guided planning, and instructional coaching will serve to support the needs of all students and accelerate academic growth for English learners, socioeconomically disadvantaged students, and students with disabilities.

3. Focus on the expansion of the Positive Behavior Intervention Supports (PBIS) program that is implemented throughout the district in alignment with the existing Positive Discipline Plan to support school staff, as well as to teach and reinforce appropriate behaviors at school. This will include supports for PBIS teams to refine and expand the program at each of our school sites and positively impact student engagement and well being for all students, which serves as part of our system of support for chronically absent students, including English learners, socioeconomically disadvantaged students, homeless students and students with disabilities. (Goal 3; Action 7)

4. Expand student support services by leveraging wrap-around and full community school services to promote student and family engagement. We will continue the implementation of the social-emotional learning curriculum at all grades through additional training on restorative practices and social-emotional learning. To further support the growth and refinement of this implementation we will use social workers to support the building of capacity among staff and to support the mental health needs of students through a multitiered approach to social-emotional wellbeing (Goal 4; Action 1).

5. Increase workshops/classes at the Community Parent Center and on each school site. Include a selection of workshops/classes that support the variety of needs of our families based on our different student groups throughout the year. Additionally, work with school sites and district staff to create positive school events that bring families to schools for positive learning experiences. (Goal 5; Action).

The San Ysidro School District serves a diverse student population including many students from high needs student groups, such as students with disabilities, English learners, and students from socioeconomically disadvantaged, homeless or foster families. Within the LCAP there are actions and services specific to these student groups including, but are not limited to, professional development and instructional coaching for teachers, supplemental and intervention materials, push-in support for struggling readers and struggling math students, and the continuation of restorative practices with a focus on social emotional wellbeing.

Engaging Educational Partners

Vista Del Mar engages with members from English Language Advisory Committee, School Site Council. Feedback and information was also collected from parents and guardians at "Coffee with the Principal," as well from teachers and classified staff during staff meetings and surveys from students, staff and families.

The San Ysidro School District prioritizes the engagement and feedback of our educational partners in the creation of the district plan. In preparation for the drafting of the LCAP goals, actions, and services for the 2022-2023 LCAP, the district created surveys to monitor feedback from educational partners including parents/ guardians, students, staff, and management on the needs of students. These ongoing surveys were part of the information that was gathered from our educational partners to inform the plan to support students through our Local Control Accountability Plan (LCAP) for the upcoming year.

The Executive Director of Educational Services met with administrators to review the goals from the last LCAP cycle and gather feedback to inform the LCAP actions and services for the 2022-23 cycle. School site principals held community feedback forums as part of their "Coffee with the Principal" meetings, and with school site parent groups including parents of students with disabilities and unduplicated students and site staff to present the LCAP overview and soliciting feedback in building the plan for the upcoming LCAP cycle. Students at school sites were included as part of the group whose feedback was gathered to create the plan, through a group of school representatives from every school site. To gather additional feedback, in April 2021, the district posted an online survey through Google Forms and solicited input from the same educational partners as well as community members. Members of the Educational Services Department reviewed all of the data that was gathered throughout the year and including the data that was collected from February - May to identify the supplemental and instructional strategies that the district would implement to support student growth both academically and in regards to social emotional well being.

The district engaged in Differentiated Assistance(DA) workgroup focused on Chronic Absenteeism through SDCOE's ICAN Network, which included district classified, certificated, administrative staff, and county support for evaluating data on chronic absenteeism for all students including students with disabilities, this work also supported the development of the LCAP as we analyzed data and worked to determine actions and services to better support this student group in these identified areas.

Through the analysis of the data that was gathered from feedback the district identified an emphasis on the need to provide the following types of services: intervention for students, additional support for English language development, enrichments programs (eg. sports programs, STEM, arts, music, etc.), mental health supports, continued support for technology, learning opportunities for parents/guardians to better support their children, and the continued implementation of communication strategies as well as health and safety practices. The San Ysidro School District has implemented this feedback in the supports and services that we are prioritizing in the creation of this plan.

In order to gather additional feedback and input to inform the final draft of the 2022-23 LCAP, the drafted plan was reviewed with:

DELAC(District English Learner Advisory Committee) - April 20, 2022

DPAC (District Parent Advisory Committee) - April 20, 2022

CSEA (Classified Bargaining Unit): May

SYEA (Certificated Bargaining Unit): May

LCAP/DBAC(District Budget Advisory Committee): May 26, 2022

San Diego Office of Education FASTPASS - June 1, 2022

Public Hearing - June 9, 2022

Governing Board approval - June 23, 2022

The feedback from our educational partners impacted the formation of goals and the creation of actions and services to support the attainment of these goals. In the examination of the input and feedback the following themes emerged:

1. Academic Intervention Support before, during, and after school

2. Continue with Technology Implementation; including Educational Technology Programs & Professional Learning

3. DUAL Language & Integrated ELD in all subject areas

3. Social Emotional/Mental Health Staff to support student needs

4. Support Staff for Safety (Security, Supervision, Mental Health Staff)

5. Provide Extracurricular Activities-Pathways: After School & Intersession Enrichment (VAPA, STEAM, Sports, Career/College, Language)

6. Variety of Communication with Families & Parent Learning Opportunities

In creating the LCAP goals, the district worked to align the state priorities with the identified needs of the district. Each of the goals that has been written for the LCAP includes actions and services that are reflective of the input that our educational partners shared.

The first goal which focuses on academic achievement includes an equity lens by calling out specific student groups that need to accelerate their learning in order to mitigate the achievement gap to truly provide equity for all of our student groups. This goal includes actions and services that are a direct result of the educational partner input, including focusing on the technology plan which includes the support of 100% digital access for all students and professional learning to increase technology use, as well as interventions for students that are embedded in the instructional day and in expanded learning opportunities before and after school.

The second goal focuses on English language and academic language development with an emphasis on supporting English learners to meet annual progress goals and reclassify in 5 years, and is a direct result of feedback from our educational partners. This goal will be supported by actions and services that are focused on language acquisition strategies for all learners, including students with disabilities. The district will focus on English and Academic language development with the implementation of professional learning for staff and coaching support for implementation. As well as the revision of the EL master plan to ensure alignment with the EL Roadmap and the clear vision for our language acquisition models.

The third goal focuses on school culture and student engagement. This goal will embed educational partner input in actions and services that call for the strengthening of social emotional supports for students, the refinement and support of Positive Behavior Intervention Strategies (PBIS), and the emphasis on sports and enrichment opportunities to support the building of culture and community on our school sites. This focus on school culture and student engagement will support student attendance, for all students including unduplicated students, students with disabilities, and homeless students by building a positive welcoming school environment, which includes the implementation of a multi-tiered system of support for student engagement.

The district's fourth goal is a direct result of educational partner input that calls out the need to have mental health support for students. This goal focuses on the development of social emotional learning and wellbeing with additional support when needed. For this goal we have created actions and services that include the hiring of social workers to support the Tier I implementation of the district's social emotional curriculum, as well as to provide Tier II supports like groups and 1:1 support for students who need additional support.

The last goal is focused on parent engagement and we had input that asked us to continue the communication that we were already doing in terms of being proactive in our communication to families. Additionally, we will incorporate different means of communication and provide learning opportunities for our families around the topics of student academic support, language acquisition, enrichment/sports opportunities, technology, and mental health supports to help inform the workshop and activities that we host and engage our families in so that students and families will feel equally engaged in the focus of the district as we move all of our students forward.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Comprehensive Needs Assessment Process

Comprehensive Needs Assessment Process Summary

The Comprehensive Needs Assessment Process including collecting information from various stakeholders at different school committees, meetings and surveys. These meetings included, the English Language Advisory Committee, School Site Council and Coffee with the Principal. Information was also collected from surveys to VDM families, VDM staff and VDM students. Surveys were reviewed at SSC, ELAC and a staff meeting. All groups mentioned tutoring as a top priority. Families and staff would like to continue with therapy services and the extra campus aide for supervision. Parents at PIQE would like more assemblies and programs for parents and students throughout the year on topics, such as Bullying and Drug prevention. Teachers have expressed continued support becoming an Advancement Via Individual Determination (AVID) Certified school. The purpose of the AVID program is to prepare students for college eligibility and success which is in line with VDM's vision statement.

Committees met on the following date:

School Site Council, 9-15-21, 10-14-21, 10-28-21, 11-10-21, 1-27-21, 2-17-22, 4-26-22, 5-26-22 and 6-7-22

English Language Advisory Committee, 10-13-21, 11-9-21, 1-25-22, 2-22-22, 4-19-22, 5-24-11, and 6-6-22

Coffee with the Principal, 4-21-22

PIQE "Principal's Dialogue," 5-23-22

Staffing and Professional Development

Staffing and Professional Development Summary

There are two types of classroom observations conducted at Vista Del Mar Middle School. The collective bargaining agreement includes, formal observations which are as follows: Probationary employees are formally observed four times per year. Permanent employees are formally observed twice every other year. Permanent employees with ten years, are formally observed every five years. The next type of observations are informal class visits. These are conducted throughout the year. The data collected during these visits include: checking for understanding, student engagement, and evidence of our school-wide instructional focus on incorporating reading and writing across subject areas, specifically to support At-Risk and English Learner students. A summary of these observations conclude that we can strengthen all of these areas.

Vista Del Mar has a highly qualified staff in all areas.

All Vista Del Mar (VDM) teachers hold valid California Credentials and participate in on-going professional development that includes district trainings, teacher collaboration by subject and grade level and professional learning communities. The purpose of the professional learning communities is to ensure we share best practices and collaborate on what will be the next steps for those students that are not proficient. English Language Arts (ELA) teachers received virtual support for the ELA curriculum Amplify.

Teachers at Vista Del Mar have a designated department level meeting once a month on minimum days to collaborate and plan with their subject and grade level colleagues. ELA and Math teachers also collaborate and plan as part of the Data Reflection Sessions. Teachers engage in Professional Learning Communities with the site principal once a month. There are also two district Resource Teachers available to offer assistance, coaching and support in curriculum and instruction as needed. This year, the Social Science department met as a team to review and analyze Achieve3000 data, view a model lesson and plan for instruction.

Teachers at Vista Del Mar collaborate during the month on district minimum day meetings titled "Grade Level/Teacher Collaboration." ELA and Math teachers get one full day of data reflection and planning every five to six weeks after each unit test.

Staffing and Professional Development Strengths

Vista Del Mar has a highly qualified staff in all areas.

Teaching and Learning

Teaching and Learning Summary

Teachers at Vista Del Mar work on curriculum, instruction, and material alignment throughout the school year. District matrices are used for ELA and Math Standards taught. These matrices are aligned to the Common Core State Standards. District Assessments are used for Data Reflection Sessions to look at areas of need.

Vista Del Mar teachers and administrators work together to maximize the instructional minutes for Language Arts and Math.

During Data Reflection Sessions, common agreements are made to support strategic and intensive students and provide in class intervention assistance. These agreements are reviewed every five to six weeks.

Teachers at Vista Del Mar use the core curriculum along with supplemental materials to expose our students to standard-based instruction. We have 100% of all materials needed and used by students.

Vista Del Mar uses State Board of Education adopted materials and standards aligned instructional materials that have been approved by our school governing board. We use Renaissance Place programs, Imagine Learning and Achieve3000 as part of our intervention and supplemental material.

Vista Del Mar has an instructional period of English Language Development for English Learners. We also offer an Enrichment class for At-Risk students that are struggling and a Study Skills class for Resource Specialist Program students. We also have inclusion support for English Language Arts, Math, and Science for our students with disabilities.

Teaching and Learning Strengths

Teaching and learning strenghts at Vista Del Mar are that teaching staff work on curriculum, instruction, and material alignment throughout the school year. District matrices are used for ELA and Math Standards taught. These matrices are aligned to the Common Core State Standards. District Assessments are used for Data Reflection Sessions to look at areas of need.

Vista Del Mar teachers and administrators work together to maximize the instructional minutes for Language Arts and Math.

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Vista Del Mar teachers continues to use the Gradual Release of Responsibility Framework,"I do, We do, and You do," to foster learning, which in our district is referred to as the "Golden Ticket" lesson. Students learn academic vocabulary with gestures and "Fun, Fast, Furious." These strategies engage students in Common Core practice and question stems. At this time. WICOR, Writing, Inquiry, Collaboration, and Organization strategies are implemented during AVID classes.

Vista Del Mar has a tutoring/support and intervention program for core subjects. We also have a district program, LEAD, delivered through the YMCA which offers a morning and after school program that includes academic support. This enables underperforming students and all students in these programs to work on grade level appropriate curriculum and tutoring to further their understanding of the Common Core State Standards.

Needs Statements Identifying Teaching and Learning Needs

Needs Statement 1: "Strategic" and "intensive" students need support in Math and English Language Arts as identified on our District unit tests. **Root Cause/Why:** Gaps due to learning loss from COVID-19.

Needs Statement 2 (Prioritized): There is also a need for opportunities for enrichment classes and activities for our English Learners **Root Cause/Why:** English Learners are not able to take an elective due to having to take an English Language Development class.

Needs Statement 3 (Prioritized): Intervention and tutoring is needed to support all students due to the COVID-19 Pandemic. This is especially urgent for sub groups, English Learners, Students with Disabilities and At Risk students. **Root Cause/Why:** Due to earning loss from COVID-19 Pandemic.

Parental Engagement

Parental Engagement Summary

Through At-Risk Meetings, Student Study Team Meetings, Attendance Meetings, Parent Conferences, 504 meetings, and the Individual Education Plan process, parents are involved in the development of plans of actions to assess, monitor, and determine students' individual needs.

Students who qualify for Special Education receive an IEP.

Also, through Title 1 parent involvement funds, parents have access to meetings and workshops to help students with academic achievement, such as the parenting class offered through the Parent Institute of Quality Education (PIQE).

Parents, certificated teachers, students, staff, and the principal participate in the School Site Council. Parents and the Principal participate in the English Learner Advisory Committee. These groups help with the planning, implementation, monitoring, and evaluation of school wide programs. All members are elected from the school community, except for the principal.

Parental Engagement Strengths

Although opportunties to come on campus were limited due to COVID 19, parents had the opportunity to participate in our Virtual Back to School Night, Open House, and Fall and Spring Parent Conferences.

Needs Statements Identifying Parental Engagement Needs

Needs Statement 1 (Prioritized): Engaged parents increased student attendance, grades, behavior and social skills.

School Culture and Climate

School Culture and Climate Summary

VDM's School Culture and Climate is that of a positive, safe and drug free environment. Our Positive, Behavior, Intervention and Supports (PBIS)Committee plans for and addresses the following:

- Instruction of behavior expectations
- Prevent challenging behavior
- Continuum of consequences for challenging behavior
- Systems to reinforce appropriate behavior
- Systems to support student academic, attendance, behavioral, and mental health needs
- Data collection and evaluation

Our PBIS Mission Statement is "Creating an effective, positive mindset that builds proud role models in our school culture and community."

Our school rules are: Be respectful, Be Responsible, Be safe.

Behavior expecations are posted throughout the campus.

Staff also use Restorative Practices which is about building community and strengthening relationships.

School Culture and Climate Strengths

VDM's school culture and climate strenghts are the following:

- VDM's PBIS Committee
- Restorative Practices for conflict resolution
- Our full-time Campus Security a
- South Bay Community Services Support (Made up of Social Workers and Therapists)
- Tutoring, Before and After School
- School Assemblies (See Something-Say Something, PBIS, etc)
- Training for ALL Staff (PBIS, Restorative Practices, etc.)
- Middle School Athletics Programs (Basketball, Flag Football, Soccer, Volleyball etc.)
- San Diego State Nursing Students Vaping Prevention Program

Needs Statements Identifying School Culture and Climate Needs

Needs Statement 1 (Prioritized): Programs, structures, incentives and activities are needed. **Root Cause/Why:** This is to provide students with positive academic learning environments that are safe, welcoming and drug free.

Needs Statement 2 (Prioritized): The Pandemic have been difficult for students. **Root Cause/Why:** They need extra supports for Mental Health and to build resilience.

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

LCAP Goal

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

Goal 1.1

All Vista Del Mar student groups will show an increase of 3% in English Language Arts and Math Common Core State Standards as determined by the CAASPP/ SBAC.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
District Assessment Data for Math	The total percentage of all students at or above proficiency were as follows for the 2020/2021: 7th/8th Grade Unit 1 46% 7th/8th Grade Unit 2 52% 7th/8th Grade Unit 3 48% 7th/8th Grade Unit 4 TBD	The expected outcome for the academic year 2022-23 will be an increase of 3% on the average unit assessments for Math.
District Assessment Data for ELA	The total percentage of all students at or above proficiency were as follows for the 2020/2021: 7th/8th Grade Unit 1 43% 7th/8th Grade Unit 2 53% 7th/8th Grade Unit 3 58% 7th/8th Grade Unit 4 TBD	The expected outcome for the academic year 2021-22 will be an increase of 3% on the average unit assessments for ELA.
CAASPP/SBAC and California Dashboard ELA	2020/2021 SBAC testing was not done due to the Coronavirus Pandemic. Percentage of students that met or exceeded ELA standard during the 2018/19 SBAC: 7th grade 57.32% 8th grade 71.58% California Dashboard ELA data is not available.	Percentage of students that will meet or exceed ELA standards will increase by 3%:
CAASPP California Dashboard Math	2020/2021 SBAC testing was not done due to the Coronavirus Pandemic. Percentage of students that met or exceeded Math standard during the 2018-19 SBAC: 7th grade 34.33% 8th grade 56.82 California Dashboard Math Data is not available:	Percentage of students that will meet or exceed Math standards will increase by 3%:

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 1.1.1 Interventions and Tutoring: Allows staff to work more closely with students, providing the opportunity to locate gaps and focus on specific skills. 1.1.1A. Interventions and Tutoring: 2nd Chance, Saturday Academy, Zeros are not Permitted (ZAP), etc. 1.1.1.B. AVID Tutoring: Tutors assist the students to achieve their full potential by facilitating collaborative tutorial groups.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$6,500	Title I Regular

$0	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 1.1.2. Professional Development (PD) and Professional Learning Communities (PLCs): The purpose of PD and PLCs is to improve knowledge and skills in order to facilitate individual, department, and/or school-wide improvements for the purpose of increasing student achievement. 1.1.2A. Staff and Teachers Professional Development (PD) and Professional Learning Communities (PLC). 1.1.2B. Data Reflections Sessions (DRS) Science and Social Science: VDM will implement Professional Learning Communities through DRS for Science and Social Science teachers. These teachers will collaborate, plan and prepare effective lessons for all students. This time will also be provided for teachers to analyze data, and plan instruction for all sub groups such as EL, RFEPs, LTELs, and Homeless.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$16,500	Title I Regular
$4,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 1.1.3 Supplemental Curriculum, Programs, Materials and Licenses: These items will be used to support instruction and learning and increase academic achievement. 1.1.3A. Supplemental materials to provide support to all students, in all subject areas.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$59,329	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded Activity 1.1.4 Master Schedule: The master schedule is the framework to meet the needs of students through coursework. 1.1.4A. Heterogeneous groupings in all courses. This allows students to learn and interact from diverse groups of students. It allows for peer mentors and tutors. 1.1.4B. Electives are used to increase opportunities for students to explore and develop skills with classes such as ASB, AVID, Computer Science, and Journalism. 1.1.4C. Leveled English Language Development is provided to English Learners focused on teaching of English Language Arts standards with pre and post assessments to monitor progress 1.1.4D. Students with disabilities are placed in least restrictive supportive environments.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.5 Extended Learning Opportunity Interventions and Tutoring before school and after school to provide support for students outside of the school day. Students are monitored by pre and post tests to gage effectiveness of these interventions. 1.1.5A. Extended Learning Opportunity before and/or after school to provide tutoring support in all Core subjects for all students. 1.1.5B. Intervention Teachers for ELA and Math. During the school day, a ELA Intervention teacher and a Math Invention teacher pull-out/push-in to classrooms for extra support to At-Risk and ELD students. Students are monitored by pre and post test to gage the effectiveness of these interventions. 1.1.5C. Intervention Teachers for ELA and Math. During the school day, Enrichment classes are offered to students as an Elective class for At-Risk students for extra support and tutoring in ELA and Math.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.6 Professional Development (PD) and Professional Learning Communities (PLCs): The purpose of PD and PLCs is to improve knowledge and skills in order to facilitate individual, department, and/or school-wide improvements for the purpose of increasing student achievement. 1.1.6A. Data Reflections Sessions (DRS) ELA and Math: VDM has implemented Professional Learning Communities through DRS for ELA and Math teachers. These teachers collaborate, plan and prepare effective lessons for all students. This time is also provided for teachers to analyze data, and plan instruction for all sub groups such as EL, RFEPs, LTELs, and Homeless.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.7 Highly Qualified Teachers and Administrators: 1.1.7A. VDM Administration will work with the San Ysidro Human Resources Department to monitor and maintain VDM Teachers Highly Qualified Status. 1.1.7B. VDM Administration will conduct evaluations of Certificated Staff based on the evaluation cycle found in the San Ysidro Educator Association's collective bargaining agreement with the San Ysidro School District and per Professional Standards of the Teaching Profession. 1.1.7C. District Instructional Leadership Team Meetings: VDM administrator will receive training in Instructional Leadership. These trainings will be centered on classroom walkthroughs to develop a common understanding and language of collecting evidence for effective instruction and to provide appropriate feedback and support for teachers. Additionally, these meetings will provide "pre- training" of professional development topics, which will be provided to teachers in the SYSD Data Reflection/Planning Sessions. 1.1.7D. District resource teachers and the Director of Educational services work to support the academic system on each of the school sites by upgrading the entire educational program through support of school site staff and families. They provide professional development for substitute teachers and instructional aides for the implementation of Google Classroom. Additionally, they also provide support for teachers with the implementation of the digital version of our board adopted core curriculum and our board adopted supplemental educational technology platforms

(Renaissance, Achieve, Imagine Learning, etc). In addition, Resource Teachers provide direct support for teachers as requested by school site administration.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.8 Supplemental Staff Roles and Responsibilities 1.8A. Site Technology Coordinator - Teacher available through email, phone, etc., to assist any certificated colleague from their school in need of assistance regarding distance/hybrid learning. 1.8B. The Student and Family Services Manager supports students and parents and monitors student progress. This results in the allocation of resources to these student groups based on an individual needs assessment in order to assure that needs of these student populations are met with supplemental resources. 1.8C. Resource Teachers and the Director of Educational Services revise and evaluate district common assessments to ensure alignment to standards and item specifications. These assessments are used to monitor student achievement through our common local assessments and data evaluation protocol to inform teaching and learning and drive instruction through a continuous improvement model. The Director of Educational Services supports the implementation of the instructional design through learning walks that are aimed at the calibration of instructional practices on all school sites as part of a cycle of continuous improvement.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.9

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.9 Data Analysis Computer Programs - VDM will use a number of computer programs to store student assessment data for analysis. Programs used by the school include: 1.1.9A. Synergy: Student information system, master schedule, progress report and report cards. 1.7B. Illuminate: Assessment System, State and District Assessment Data (CAASPP, LPAC etc.) 1.1.9C. Renaissance Learning: Accelerated Reader, Achieve, STAR Assessments and Math used in intervention settings with content, assessments, and the stored data from them. 1.1.9D. TeacherEase: Student and parent program for online monitoring of academic progress, missing assignments and parent communication.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.10

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Districted Funded 1.1.10 Access to Connectivity: Vista Del Mar instructional plans are to continue to use technology such as Google Classroom and other online components for instruction. 1.1.10A. Distributing devices (Chromebooks) to every student to reach 1:1 for all currently enrolled students.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.11

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.11 Virtual Learning Academy: Vista Del Mar will offer support for students that are not ready to return to in person instruction by providing a Virtual Learning Academy. 1.1.11A Virtual Learning Academy - Middle School Program for students at VDM and SYMS that would like to continue remote learning for the 2022/2023 school year.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.12

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 1.1.12 Pupil Learning Loss: Activities to mitigate learning loss or regression due to last years school closure. To help students re-integrate into the school community after a prolonged absence. To help teachers be able to identify quickly student present levels in order to define metrics that would assess student learning loss. 1.1.12A. Use of district and embedded assessments 1.1.12B. Expanded use of Educational Platforms i.e. Renaissance Learning, Achieve 3000, etc. 1.10C. Implementation of state "learning loss" assessments

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

We completed a fifth year as a middle school. Before the Pandemic we were seeing increased scores on District Unit Benchmark tests, but were unable to confirm these gains though CAASPP due to COVID 19. We have used local measure data, such as District Unit Tests, in it's place. We are concerned about learning gaps that need to be addressed.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Some budgeted expenditures were not spent and will be used by September 30th of the next school year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify

where those changes can be found in the SPSA.

We will continue to strive for a 3% increase in state assessments.

LCAP Goal

Improve English language and academic language proficiency outcomes to ensure access to Common Core State Standards for all students, including English Learner (ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 year or less.

Goal 2.1

Improve English Language Development outcomes for all English Learners (ELs) so that all ELs will demonstrate annual expected progress towards reclassification.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Metric 1: English Language Proficiency for Summative ELPAC	Metric 1: English Language Proficiency for Summative ELPAC 2020-21 Level 4, 27.05% Level 3, 31.15% Level 2, 23.77% Level 1, 18.03%	Increase students at Level 4 by 3%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

VDM Site Funded 2.1.1. Professional Development (PD) Training for Teachers to improve academic achievement for EL students. Activity 2.1.1A Professional Development Training for Teachers to help accelerate academic language acquisition for EL students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$3,100	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

District Funded 2.1.2 Intervention Support and tutoring for English Learner students which allows Intervention teachers to work more closely with students, providing the opportunity to locate gaps and focus on specific skills. Activity 2.1.2A. During the school day, Math Invention teacher will pull-out/push-in to classrooms for extra support to EL students during core instruction.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Strategy/Activity

District Funded 2.1.3 Professional Development (PD) Training for Teachers to improve academic achievement for EL students. 2.1.3A. Imagine Learning Professional Development for ELD teachers to help teachers effectively use the Imagine Learning, which is a supplemental adaptive learning program that accelerates reading and language proficiency for students. 2.1.3B. Continued English Learner Roadmap Implementation for Systemic Excellence (EL RISE) training for staff. EL RISE! is a support system to help English learning students thrive and lead in a culturally diverse global world. EL RISE! helps students in the following ways: * Providing educators easy access to professional learning * Ensuring English Learners can have access to intellectually rich instruction * Giving students the tools to participate in a globalized environment * Achieving access and equity

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

District Funded Activity 2.1.4 Monitor Reclassified Fluent English Proficient Students Activity 2.1.4A. Monitor Reclassified Fluent English Proficient students and their academic progress in ELA and Math.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Intervention teachers were needed to cover for core classrooms so students did not receive the planned intervention time.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

This year there was a shortage of substitutes which affected the implementation of intervention groups for students.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This goal will continue as is with the intention that the implementation of intervention groups will increase from this past school year.

LCAP Goal

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

Goal 3.1

Students at Vista Del Mar Middle School will be educated in positive academic learning environments that are safe, welcoming and drug-free.

Identified Need

Programs, structures, incentives and activities are needed.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Data Quest: Student Chronic Absenteeism Rate	Data Quest 2020-21: Student Chronic Absenteeism Rate 5.2%	Decrease Student Chronic Absenteeism Rate to 5%
FIT Report	2021-2022 FIT Report - Good or Better Rating	Continue FIT Report - Good or Better Rating
California Healthy Kids Survey (CHKS): School Safety - School safe or very safe Experienced Harassment/Bullying Current vaping	CHKS 2020-21: School Safety - Safe or very safe: 7th 72% 8th 72% Experienced Harassment/ Bullying: 7th 9% 8th 27% Current vaping: 7th 0% 8th 3%	CHKS 2022-2023: School Safety - Safe or very safe 7th increase 2% 8th increase 2% Experienced Harassment/Bullying: 7th decrease 1% 8th decrease 10% Current vaping: 7th continue 0% 8th decrease 1%
DataQuest: Suspension Rate Expulsion Rate	2019-20 DataQuest: Suspension Rate: 2.4% Expulsion Rate: 0%	Decrease Suspension Rate to 2% Continue Expulsion Rate of 0%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 3.1.1 Student Accountability: Vista Del Mar has a school committee that implements a Positive Behavior and Intervention Support (PBIS) program to ensure a positive academic environment that is conducive to learning. 3.1.1A. PBIS Committee: PBIS Committee: Meets regularly to implement, review, revise, PBIS strategies and supports. Developmental meetings are held during the school day or during a non- instructional day. On school days, substitutes are used so teachers and site administration can plan for PBIS. Regular meetings are held monthly after school to plan for PBIS activities. 3.1.1B. Communication of Behavior Expectations: All students must know the school rules: Be Respectful, Be Responsible, Be Safe. They must also know the expectations, so that a positive, safe school climate can exist. Students can succeed in an appropriate learning environment when expectations are understood and accountability for meeting these expectations is consistent. Communication of expectations will be a focus at the beginning of the school year and will continue throughout the school year. Communication of student expectations include, but are not limited to the following: Planners for students with behavior expectations inside, Posters, Banners, etc. posted throughout the campus, and on the school website. 3.1.1C. Student PBIS assemblies regarding VDM's behavior expectations. 3.1.1D. Discipline Referral Process: The discipline referral process will continue to be consistent school-wide. The referral process will be reviewed and revisited with the staff at meetings and written in the handbook. The referral process will be communicated to students using all the means and methods listed above. 3.1.1E. Behavior Intervention: Students are assigned to behavior intervention/detention for reflection, redirection, remediation and restorative practice to correct behavior. Staff will provide lessons on communication, behavior modification, use of time, and/or working well with others, as needed.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$3,500	Title I Regular
$0	Title I Regular
$2,800	Title I Regular
$0	Title I Regular

$3,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 3.1.2 Additional Campus Aide that will provide student supervision as needed to ensure a safe and drug free environment. 3.1.2A. Additional Campus Aide that will provide student supervision as needed to ensure a safe and drug free environment. 3.1.2B. Security and Campus aide supplies such as cones, jackets, stop signs, etc to ensure a safe environment.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$18,000	Title I Regular
$1,500	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 3.1.3 Pupil Participation and Attendance: To ensure students attend school and engage in learning activities. Engagement may include, attendance, completion of assignments and also contact with school, students and family. 3.1.3A. Monitoring by Attendance Team/Student Success Team 3.1.3B. ICAN Cohort: Participation in Improving Chronic Absence Network (ICAN) to reduce chronic absenteeism.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 3.1.4 Before and After School Programs: Implement positive programs to provide academic, recreation and enrichment activities for students. These programs provide a safe place where students learn skills, reinforce academics and/or participate in age appropriate recreation and social building activities. 3.1.4A. Students will be able to participate in after school clubs such as ACES/LEAD/Pathways and ASB related activities before, during and after school. When students are engaged in positive activities, especially after school, they are less likely to engage in risky behaviors.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Revised SPSA Funding Activity Addition March 2023 3.1.5 Safe and Drug Free Activities and Workshops: To learn effectively students must be in a safe, positive, caring, drug free environment. These activities promote this at Vista Del Mar and provide educational opportunities for students and staff. 3.1.5A Safe, and Drug Free Activities, Workshops and Conferences for Students and/or Staff: This include activities such as, Spirit weeks, Say No to Drugs, Anti-Bullying Programs/ Conferences, Anti-Bias/Allyship Workshops, Social Skills development, empowering groups etc. 3.1.4B. Supplies and materials to assist in creating a safe and positive school climate and culture. This can include banners, buttons, t-shirts, craft supplies, etc.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$18,000	Title I Regular
$9,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 3.1.6 Access to Connectivity: Connectivity for all students is essential to maintain a positive, healthy and accessible school culture. 3.1.6A. Distribution of devices (Chromebooks) to all new students.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.7

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 3.1.7 Staff Roles and Responsibilities: Various school personnel necessary to ensure an environments that is safe, welcoming and drug-free and focused on Standards Based Learning to ensure academic success. 3.1.7A. Teachers create and maintain Standards-based classrooms with appropriate resources. 3.1.6B. Principal is responsible for ensuring that as a school we are focused on communication, safety, connectivity and Standards Based Learning. 3.1.7C. Community Outreach (OC) Consultant primary role is to monitor student attendance. They also assist students and parents in obtaining required services through the School District or the community at large. The OC works in collaboration with the Principal in the development and implementation of the school attendance plan. This includes participation in SART, SARB, ELAC, SSC and other parent or student meetings. They will also monitor student attendance at SART/ SARB meetings, and other activities that promote a positive academic environment that is welcoming, safe and drug-free. This includes promoting enrichment and intervention activities/programs, before, during and after school. 3.1.7D. School Counselor is a professional educator with specialized training in counseling, whose main focus is on the optimum development and learning efficiency of the individual student. 3.1.7E. School Psychologist is responsible for the assessment of students and other activities to meet the needs of the school staff, children, and parents served in accordance with district and state law and as part of the multidisciplinary team. 3.1.7F. Campus Security and Part-time Campus Aides will provide student supervision throughout the school day and help reinforce COVID

Safety measures.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.1.8 School Nutrition: School meals will be provided to students. 3.1.8A. Students will be provided in-person meals at school for breakfast and lunch.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Overall the implementation was as planned in our goals. Supervision was increased to provide a safe environment. Chronic Absenteeism was addressed through ICAN. Planner were effective in to introduce and review behavior expectations.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We were unable to hire the second Campus Aide as budgeted, as there was a staffing shortage.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

All items will continue except we will only need 1 extra Campus aide instead of two.

LCAP Goal

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

Goal 4.1

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

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
California Healthy Kids Survey (CHKS): Engagement & Supports / School Connectedness Caring Adult Relationships	California Healthy Kids Survey (CHKS) 2020-21: Engagement & Supports / School Connectedness 7th 61% 8th 56% Caring Adult Relationships 7th 62% 8th 56%	California Healthy Kids Survey (CHKS) 2022-2023: Engagement & Supports / School Connectedness 7th increase 2% 8th increase 2% Caring Adult Relationships 7th increase 2% 8th increase 2%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 4.1.1 Mental Health Supports for students with 1:1 and/or group counseling to improve students communication and interpersonal skills, self-acceptance and self-esteem, change self-defeating behaviors and habits, express and manage emotions, provide relief from depression, anxiety, or other mental health conditions. 4.1.1A. Provide a South Bay Community Services (SBCS) Counselor/Therapist 3 time per week at VDM. 4.1.1B Purchase additional time for SBCS Counselor/Therapist to be at VDM 2 additional days per week

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

4.1.2 Implementation of Social Emotional Learning Curriculum, Second Step which is a universal, web-based classroom program designed to help increase students' school success and help decrease problem behaviors by promoting social-emotional competence. It helps early adolescent students cope with challenges, create positive relationships, and succeed both socially and academically. Lessons provide the tools for students to develop the mindsets, knowledge, and skills to handle strong emotions. 4.1.2A. Implement Second Step Curriculum in Social Studies Classroom

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

4.1.3 Use restorative practices to repair relationships that have been damaged, including those damaged through bullying. This is done by bringing about a sense of remorse and restorative action on the part of the offender and forgiveness by the victim. 4.1.3A Implement Restorative Practices and Circles

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Second Step implementation was implemented through Social Science classrooms to help students cope with challenges, create positive relationships, and succeed both socially and academically. Mental health supports were provided due to the purchase of extra days for SBCS therapists.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences between the intended implementation and/or budgeted expenditures for this goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

At this time we are waiting to hear how many days we will be provided mental health supports by the district so there is no money allocated. If needed, we can make adjustments when this information is available.

LCAP Goal

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

Goal 5.1

Vista Del Mar middle school will create collaborative partnerships with families and the community to promote meaningful involvement in the learning and development of students.

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduates of Parent Institute of Quality Education	2021-2022 PIQE Graduates: 21	Increase Attendance at Parent Meetings TBD Increase Attendance at PIQE Meetings by 8% to 27
VDM Single Plan for Student Achievement (SPSA) Needs Assessment Survey: Parent Engagement Question: "VDM Provides Opportunities for you to be involved"	2022 VDM Single Plan for Student Achievement (SPSA) Needs Assessment Survey: Parent Engagement Question: "VDM Provides Opportunities for you to be involved" Always: 27.3% Frequently: 18.2% Somewhat: 36.4% Rarely: 18.2%	2023 VDM Single Plan for Student Achievement (SPSA) Needs Assessment Survey: Parent Engagement Question: "VDM Provides Opportunities for you to be involved" Always: increase 2% Frequently: increase 2%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

VDM Site Funded 5.1.1 Guest Speakers and/or Parent Meetings/Workshop to provide parents the opportunity to improve parental empowerment, increase positive parenting practices, increase social connections, improve child behavior, improve parent-child interactions, and/or improve parental well-being. 5.1.1A. Guest Speakers and/or parent meetings/workshop.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$1,542	Title I Parent Involvement

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded or No Funding Needed 5.1,2 The participation of parents in academic and social development is crucial for the child's success. At Vista Del Mar we strive to provide parents with opportunities to participate in school activities and become actively involved in their child's academic success. The activities below support this goal. 5.1.2A. Meetings: Coffee with the Principal, School Site Council, and English Language Advisory Committee 5.1.2B. Open House Activities: Parent Orientation/Yearly Title 1 Meeting, Back to School Night, Open House 5.1.2C. Outreach Consultant: Community Outreach (OC) Consultant primary role is to monitor student attendance. They also assist students and parents in obtaining required services through the School District or the community at large. The OC works in collaboration with the Principal in the development and implementation of the school attendance plan. This includes participation in SART, SARB, ELAC, SSC and other parent or student meetings. They will also monitor student attendance at SART/SARB meetings, and other activities that promote a positive environment that is welcoming, safe and drug-free. This includes promoting enrichment and intervention activities/programs, before, during and after school. (See Staff Roles and Responsibilities 3.6C.) 5.1,2D. Online Registration Support 5.1.2E. Title 1, Part A, Parent and Family Engagement Policy (ESSA Section 1116) 5.1,2F. Title 1, Part A, School-Parent Compact (ESSA Section 1116[d])

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

5.1.3. Stakeholder engagement is an important element of the school environment. These partnerships allow for diverse perspectives to have input and involvement in our fundamental goal of student achievement. These activities allow for communication, partnerships and engagement in our school community. 5.1.3A. Meetings: Coffee with the Principal, School Site Council, and English Language Advisory Committee 5.1.3B. Open House Activities: Parent Orientation/Yearly Title 1 Meeting, Back to School Night, Open House 5.1.3C. Communication: Monthly Calendar, Letters to Parents, Progress Reports/Semester Report Cards 5.1.3D. Google Forms Survey Tool: Used to survey teachers, students, and families for feedback 5.1E. At-Risk Meetings/Parent Conferences 5.1.3F. Community Organizations: Hearts & Hands Food Distribution/San Diego Food Bank, San Ysidro Health Center Mobile Clinic (available to district families at another site)

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

District Funded 5.1.4 Parent Workshops and Conferences: Vista Del Mar will provide parents with the opportunity to learn about the educational system and how to help their children navigate the process and achieve success in school by attending workshops, and/or conferences. 5.1.4A. Parent Institute of Quality Education (PIQE) 5.1.4B. Mini California Association for Bilingual Education (CABE)

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

PIQE was successfully implemented.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Money allotted was not spent for parent meetings and workshops.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Parent meetings will be scheduled for the fall as PIQE is always in the Spring.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	$146,374.00
Total Federal Funds Provided to the School from the LEA for CSI	$ [Enter Amount here]
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	$146,771.00

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation ($)
Title I Regular	$145,229.00
Title I Parent Involvement	$1,145.00

Subtotal of additional federal funds included for this school: $146,374.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation ($)
LCFF Discretionary	$0.00
General Fund	$0.00
District Funded	$0.00

Subtotal of state or local funds included for this school: [Enter state or local funds subtotal here]

Total of federal, state, and/or local funds for this school: $146,374.00

School Plan for Student Achievement (SPSA)

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
San Ysidro Middle School	37683796098453	03/09/2023	04/13/2023

Purpose

(Only required for CSI, TSI, or ATSI campuses) Briefly describe the purpose of this plan.

Schoolwide Program Comprehensive Support and Improvement

The San Ysidro Middle School was selected for comprehensive support and improvement (CSI) based on 2019 California Dashboard results for Chronic Absenteeism, Academics, and Suspension Rate.

The LEA has worked with San Ysidro Middle School to develop a plan informed by state indicators and a school-level needs assessment. The state indicators show increased rates of chronic absenteeism and suspension rates for all student groups, moderate improvement in English Language Arts (status is -49.9 points below standard), and a decrease in Mathematics (status is -120.2 points below standard). This information was shared with school site staff along with local data that included referral data and local assessment data for English Language Arts and Mathematics. These data presentations were the foundation for building an understanding of present levels.

The next steps included a needs assessment based on an understanding of the data and the identified needs of stakeholder groups. The needs assessment included surveys, and feedback gathered at meetings with staff, parents, and students. Stakeholder feedback was gathered at staff meetings, department meetings, instructional leadership team meetings, positive behavior intervention and support (PBIS) committee meetings, School Site Council (SSC) meetings, and English Learner Advisory Council (ELAC) meetings. Additionally, site administrators met with their Instructional Staff to examine data, and discuss classroom walk-through observations, to determine the next steps for improving instruction and equitable access for all students. In our analysis of school site needs we identified resource inequities by using data from the needs assessments that were distributed to staff and parents, LEA common assessment data for ELA and Math, State Assessment Data (ELPAC and CAASPP), as well as from classroom walk-through data. This information has helped us to determine the need for increased academic support for English Learners through academic language development due to our high level of LTELs and the need for high levels of academic language across all curricular areas. Additionally, our data indicated the need to support and develop student and family connectedness to the school which we are seeking to address through increased access through communication and PBIS strategies. An overview of the needs assessments also indicated the need to improve and support students through SEL and counseling, as this was an area that lacked resources. The interventions were selected through an evaluation of the needs assessments and alignment with the evidence based interventions resources provided by the County Office of Education.

The needs assessment to determine that the greatest needs in relation to attendance and chronic absenteeism include parent communication and school climate. The identification of these two areas have supported the need to increase and refine parent involvement by improving our manner and frequency of communication. The school has added a monthly newsletter and weekly posts on social media, robocall and school websites of upcoming events. We will continue these methods of communication and continue to work with school site administrators to determine evidence based best practices to support chronic absenteeism issues.

San Ysidro Middle School plans to improve school culture by continuing and refining PBIS, through an active PBIS committee that works to achieve a system that motivates students and fosters student connectedness. The LEA has added additional support this year which impacts school climate and culture. Of note, the LEA purchased a Tier I curriculum for Social Emotional Learning that is being implemented by teachers through their social studies class as part of our multi-tiered approach to mental health and well-being. This multi-tiered system also provides for a referral system to counseling support when deemed necessary. Next year, we will look at transitioning to SWIS for incident reporting, so that we are able to collect, summarize, and use student behavior data for decision making that is more effective and efficient.

In terms of student attendance the school's improved communication and school climate helps to incentivize student attendance and focus on the importance of attendance and engagement. The LEA is supporting attendance and engagement through a multi-tiered system which is coordinated at the district level with support from SDCOE through the iCAN network and is managed on-site by the outreach consultant. We have had staffing challenges this year with this position at SYMS, but the LEA will seek to ensure that the site has staffing for this position to ensure that the system can be effectively implemented.

The needs assessment to determine the greatest needs in terms of student achievement indicated that the largest student need lies in the language development of English language learners and academic language development of all learners. As the site worked with educational partners to pinpoint the needs of students and strategies to meet the needs of students, it was determined by educational partners that students would most benefit in terms of academic achievement with a site-wide focus on language development across all departments and programs. San Ysidro Middle School principal along with the Executive Director of Educational

Services are participating in equity work with the National Center for Urban School Transformation with a focus on supporting students who are LTELs or at risk of becoming LTELs. This work includes professional learning, coaching from an NCUST executive coach, and a joint project. The project has focused on professional learning for staff and administrators (AVID Excel, EL RISE, GLAD, and ELD/ALD), strategic class scheduling, and intervention support.

The LEA had worked with site administration to ensure that we are able to support the needs of the site as identified by educational partners. This has included discussing the site goals that were determined through the needs assessments and integrating the LCAP goals into the SPSA site goals and CSI plan. We have conducted meetings to analyze the information and data along the way to create a support system for the school sites needs and guide the development and implementation of needs assessment data into actions to meet the needs of students across the areas of concern.

In order to monitor the effectiveness of the plan we will monitor the data in the areas of attendance on a monthly basis through month end attendance data. This will include overall school attendance numbers, as well as reporting on the individual students who are at risk for chronic absenteeism or who have been referred for lack of engagement to discuss and analyze the implementation of their individual support plans and the impact that their plan is having on attendance and re-engagement. The review team will include the school outreach consultant, Promised Neighborhoods staff member, LEA Attendance Coordinator, and school site administrator.

In order to monitor and support the plan for student behavior and support, we will look at the data from student referrals for behavior and mental-health/wellbeing on a quarterly basis to assess patterns and determine if there is a need to refine the plan or if a new course of action or additional supports are necessary. These meetings will include the school psychologist, counselor, site administrator, teacher PBIS school site team members, and a Pupil Services administrator.

In monitoring the effectiveness of the plan to address student achievement, an Educational Services administrator will meet with site administrators and site Instructional Leadership team teachers will meet on a 6-8 week cycle to analyze LEA common assessment data for English Language Arts and Math. Additionally, we will work with teachers to identify an additional metric to track student growth. The focus of the meetings will be to assess student progress over time and the instructional practices, as well as to discuss individual student intervention plans for students who are demonstrating a lack of progress. This will help to inform site based instructional leadership as well as LEA based supports.

In order to have a complete understanding of the impacts of the indicated interventions, we will also work to develop and implement the collection of survey data from teachers, parents, and students around school climate, communication, attendance, counseling and behavioral supports, as well as the impacts of the implementation of SEL that will give us a deeper understanding of the qualitative aspects of these issues. This qualitative data and the quantitative data that is shared between each of the site & district level monitoring groups will be shared with the entire school site staff at staff meetings and to School Site Council(SSC) at SSC meetings on no less than a quarterly basis to ensure that all stakeholder groups are able to analyze the data collected and monitor the progress towards the identified areas of support through close collaboration and monitoring of the progress towards identified goals. These data analysis meetings will include a protocol to examine the various data points and look at the need to continue, refine, or revise actions within the plan to improve students outcomes.

Due to the COVID-19 related school closures, the 2021-22 school year is the first year that we have been on campus for the entire school year since 2018-19, we will use end of year data to set the baseline data to monitor progress for the interventions and services that we have in place to support student needs.

Description

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

San Ysidro School District's mission is to provide quality education and opportunity for ALL students to succeed. Therefore, we are committed to providing each of our students with a supportive learning environment for all of our students, including our students with disabilities to be successful. The LCAP aligns with the 8 state priorities and will comprise five goals – 1) Student Achievement 2) English Language Proficiency 3) Safety, Climate, and Student Engagement, 4) Social-Emotional Skills, and 5) Parent Engagement.

Based on the input of our educational partners, best practices, and data analysis, Local Control Funding will be allocated towards providing basic services necessary for the day-to-day running of the school district, as well as enhancing the educational experience for our students. In response to feedback from our educational partners and data analysis, we will continue to focus on student interventions and support for academic success, and include a goal for supporting the area of English language proficiency. Additionally, we will continue our focus on parent engagement and communication, positive school environments through our PBIS model and multi-tiered system of support for student engagement and attendance, as well as support for the social-emotional and wellbeing needs of our students through a multitiered approach.

Based on data collected and analyzed during the 2021-22 school year, as well as the input from our educational partners that were gathered at community feedback forums hosted by each school site, management feedback meetings, DPAC/DELAC overview and feedback meetings, staff feedback meetings, survey data, student feedback meetings, and the Differentiated Assistance process, our 2021-24 LCAP will focus on:

1. Support for student learning through interventions to accelerate learning and mitigate learning loss. To that end, we will focus on the implementation of our Instructional Design and model of continuous improvement through the refinement and support of our systems. A key feature of this system is Science and Physical Education (PE) team, who will continue to provide high quality enrichment with integrated ELD through Project Lead the Way (PLTW) grade level modules and SPARKS PE to students during teacher and site admin Data Reflection Sessions and teacher planning time. (Goal 1; Action 6). Additionally, we will push in supports that include instructional aides to deliver and support with targeted interventions supports for core instruction (Goal 1; Actions 15 & 19), as well as increase the instructional day to allow expanded learning and enrichment to accelerate learning and increase student engagement (Goal 1; Action 20 & Goal 3; Action 8)

2. Increase professional learning with a focus on English language proficiency to include follow-up planning and implementation coaching supported by our Resource Teachers (Goal 1; Action 12). The implementation of professional learning, guided planning, and instructional coaching will serve to support the needs of all students and accelerate academic growth for English learners, socioeconomically disadvantaged students, and students with disabilities.

3. Focus on the expansion of the Positive Behavior Intervention Supports (PBIS) program that is implemented throughout the district in alignment with the existing Positive Discipline Plan to support school staff, as well as to teach and reinforce appropriate behaviors at school. This will include supports for PBIS teams to refine and expand the program at each of our school sites and positively impact student engagement and well being for all students, which serves as part of our system of support for chronically absent students, including English learners, socioeconomically disadvantaged students, homeless students and students with disabilities. (Goal 3; Action 7)

4. Expand student support services by leveraging wrap-around and full community school services to promote student and family engagement. We will continue the implementation of the social-emotional learning curriculum at all grades through additional training on restorative practices and social-emotional learning. To further support the growth and refinement of this implementation we will use social workers to support the building of capacity among staff and to support the mental health needs of students through a multitiered approach to social-emotional wellbeing (Goal 4; Action 1).

5. Increase workshops/classes at the Community Parent Center and on each school site. Include a selection of workshops/classes that support the variety of needs of our families based on our different student groups throughout the year. Additionally, work with school sites and district staff to create positive school events that bring families to schools for positive learning experiences. (Goal 5; Action).

The San Ysidro School District serves a diverse student population including many students from high needs student groups, such as students with disabilities, English learners, and students from socioeconomically disadvantaged, homeless or foster families. Within the LCAP there are actions and services specific to these student groups including, but are not limited to, professional development and instructional coaching for teachers, supplemental and intervention materials, push-in support for struggling readers and struggling math students, and the continuation of restorative practices with a focus on social emotional wellbeing.

Engaging Educational Partners

The San Ysidro School District prioritizes the engagement and feedback of our educational partners in the creation of the district plan. In preparation for the drafting of the LCAP goals, actions, and services for the 2022-2023 LCAP, the district created surveys to monitor feedback from educational partners including parents/ guardians, students, staff, and management on the needs of students. These ongoing surveys were part of the information that was gathered from our educational partners to inform the plan to support students through our Local Control Accountability Plan (LCAP) for the upcoming year.

The Executive Director of Educational Services met with administrators to review the goals from the last LCAP cycle and gather feedback to inform the LCAP actions and services for the 2022-23 cycle. School site principals held community feedback forums as part of their "Coffee with the Principal" meetings, and with school site parent groups including parents of students with disabilities and unduplicated students and site staff to present the LCAP overview and soliciting feedback in building the plan for the upcoming LCAP cycle. Students at school sites were included as part of the group whose feedback was gathered to create the plan, through a group of school representatives from every school site. To gather additional feedback, in April 2021, the district posted an online survey through Google Forms and solicited input from the same educational partners as well as community members. Members of the Educational Services Department reviewed all of the data that was gathered throughout the year and including the data that was collected from February - May to identify the supplemental and instructional strategies that the district would implement to support student growth both academically and in regards to social emotional well being.

The district engaged in Differentiated Assistance(DA) workgroup focused on Chronic Absenteeism through SDCOE's ICAN Network, which included district classified, certificated, administrative staff, and county support for evaluating data on chronic absenteeism for all students including students with disabilities, this work also supported the development of the LCAP as we analyzed data and worked to determine actions and services to better support this student group in these identified areas.

Through the analysis of the data that was gathered from feedback the district identified an emphasis on the need to provide the following types of services: intervention for students, additional support for English language development, enrichments programs (eg. sports programs, STEM, arts, music, etc.), mental health supports, continued support for technology, learning opportunities for parents/guardians to better support their children, and the continued implementation of communication strategies as well as health and safety practices. The San Ysidro School District has implemented this feedback in the supports and services that we are prioritizing in the creation of this plan.

In order to gather additional feedback and input to inform the final draft of the 2022-23 LCAP, the drafted plan was reviewed with:

DELAC(District English Learner Advisory Committee) - April 20, 2022

DPAC (District Parent Advisory Committee) - April 20, 2022

CSEA (Classified Bargaining Unit): May

SYEA (Certificated Bargaining Unit): May

LCAP/DBAC(District Budget Advisory Committee): May 26, 2022

San Diego Office of Education FASTPASS - June 1, 2022

Public Hearing - June 9, 2022

Governing Board approval - June 23, 2022

The feedback from our educational partners impacted the formation of goals and the creation of actions and services to support the attainment of these goals. In the

examination of the input and feedback the following themes emerged:

1. Academic Intervention Support before, during, and after school

2. Continue with Technology Implementation; including Educational Technology Programs & Professional Learning

3. DUAL Language & Integrated ELD in all subject areas

3. Social Emotional/Mental Health Staff to support student needs

4. Support Staff for Safety (Security, Supervision, Mental Health Staff)

5. Provide Extracurricular Activities-Pathways: After School & Intersession Enrichment (VAPA, STEAM, Sports, Career/College, Language)

6. Variety of Communication with Families & Parent Learning Opportunities

In creating the LCAP goals, the district worked to align the state priorities with the identified needs of the district. Each of the goals that has been written for the LCAP includes actions and services that are reflective of the input that our educational partners shared.

The first goal which focuses on academic achievement includes an equity lens by calling out specific student groups that need to accelerate their learning in order to mitigate the achievement gap to truly provide equity for all of our student groups. This goal includes actions and services that are a direct result of the educational partner input, including focusing on the technology plan which includes the support of 100% digital access for all students and professional learning to increase technology use, as well as interventions for students that are embedded in the instructional day and in expanded learning opportunities before and after school.

The second goal focuses on English language and academic language development with an emphasis on supporting English learners to meet annual progress goals and reclassify in 5 years, and is a direct result of feedback from our educational partners. This goal will be supported by actions and services that are focused on language acquisition strategies for all learners, including students with disabilities. The district will focus on English and Academic language development with the implementation of professional learning for staff and coaching support for implementation. As well as the revision of the EL master plan to ensure alignment with the EL Roadmap and the clear vision for our language acquisition models.

The third goal focuses on school culture and student engagement. This goal will embed educational partner input in actions and services that call for the strengthening of social emotional supports for students, the refinement and support of Positive Behavior Intervention Strategies (PBIS), and the emphasis on sports and enrichment opportunities to support the building of culture and community on our school sites. This focus on school culture and student engagement will support student attendance, for all students including unduplicated students, students with disabilities, and homeless students by building a positive welcoming school environment, which includes the implementation of a multi-tiered system of support for student engagement.

The district's fourth goal is a direct result of educational partner input that calls out the need to have mental health support for students. This goal focuses on the development of social emotional learning and wellbeing with additional support when needed. For this goal we have created actions and services that include the hiring of social workers to support the Tier I implementation of the district's social emotional curriculum, as well as to provide Tier II supports like groups and 1:1 support for students who need additional support.

The last goal is focused on parent engagement and we had input that asked us to continue the communication that we were already doing in terms of being proactive in our communication to families. Additionally, we will incorporate different means of communication and provide learning opportunities for our families around the topics of student academic support, language acquisition, enrichment/sports opportunities, technology, and mental health supports to help inform the workshop and activities that we host and engage our families in so that students and families will feel equally engaged in the focus of the district as we move all of our students forward.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Based on the California Dashboard indicators, San Ysidro School District's (SYSD) greatest needs are in the areas of chronic absenteeism, suspensions, English language arts, and mathematics, for all students including unduplicated students, homeless students, and students with disabilities.

To decrease chronic absenteeism across all student groups, including students with disabilities, SYSD will continue to implement the "Two is Too Many" attendance campaign along with employing Outreach Consultants to support each school site (Goal 3; Action). The Outreach Consultant's responsibilities include tracking attendance, serving as a parent liaison to increase parent awareness and involvement in school, and providing parents and students with resources needed to improve student and achievement. Our Coordinator of Pupil Services (Goal 1; Action) serve as resources for the Outreach Consultants and are the district liaisons for outreach services to assist families with issues that may hinder student attendance, engagement and achievement. A refined focus will be to include Attendance Student Study Teams (A-SSTs) as a trauma informed approach to the early identification and outreach for students at risk for becoming chronically absent, to include follow-up to ensure that families are benefiting from the wrap-around support they are being referred to. The district has also joined San Diego County Office of Education's iCAN network to support, refine and build systemic practices to improve chronic absenteeism in our school community. Additionally, SYSD is partnering with Promise Neighborhood and the local high school to create a plan to improve student attendance across the San Ysidro community (Goal 3; Action).

To decrease the number of suspensions across all student groups, SYSD will renew its focus on Positive Behavior Implementation Strategies (PBIS) and Restorative Justice practices through continued professional learning for all staff (Goal 3; Action 7). In addition to these professional learning opportunities our Director of Educational Services (Goal , Action) provides support to students and families to help build school connectedness and well being through ASES, 21st Century, ELO-P and Pathways programing. Our Coordinator of Pupil Services supports students and families through wrap around services Full Community Schools, Promised Neighborhoods programs (Goal 3; Action & Goal 4, Action). The San Ysidro School District has also created a focus of social emotional well being and mental health support for students through the implementation of a multi-tiered system of support to build and support students social emotional well being and resiliency (Goal 4; Action). This approach includes the implementation of Universal, Tier 1 support for all students through the implementation of a social emotional curriculum at all grade levels (Goal 4; Action).

To improve academic results in English language arts (ELA), SYSD will continue to follow the established instructional design for ELA (Goal 1, Action) and use our cycle of continuous improvement to leverage data reflection sessions to identify common agreements for the implementation of evidence based instructional practices to be utilized to support student growth and develop interventions for English Learners, Students with Disabilities, Homeless, and socioeconomically disadvantaged groups (Goal 1; Action). Additionally, our focus on accelerating learning to close the achievement gap for all students including unduplicated students and students with disabilities, will have us focused on targeted interventions and expanded learning time that is specific to student identified needs using data to inform placement which is intended to be fluid and based on each students unique learning needs (Goal 1; Actions). Based on qualitative and quantitative data, teachers will have opportunities for professional development and implementation support in order to improve achievement of student groups (Goal 1; Actions).

To improve academic results in Mathematics, SYSD will continue to follow the established instructional design for mathematics (Goal 1, Action) and use our cycle of continuous improvement to leverage data reflection sessions to identify common agreements for the implementation of evidence based instructional practices to be utilized to support student growth and develop interventions for English Learners, Students with Disabilities, Homeless, and socioeconomically disadvantaged groups (Goal 1; Action). Additionally, our focus on accelerating learning to close the achievement gap for all students including unduplicated students and students with disabilities, will have us focused on targeted interventions and expanded learning time that is specific to student identified needs using data to inform placement which is intended to be fluid and based on each students unique learning needs (Goal 1; Actions) . Based on qualitative and quantitative data, teachers will have opportunities for professional development and implementation support in order to improve achievement of student groups (Goal 1; Actions).

Comprehensive Needs Assessment Process

Comprehensive Needs Assessment Process Summary

The SanYsiro Middle School completes a needs assessment each year to inform and develop our SPSA. We are able to conduct an annual assessment with input from all staff as well as students and parents who participated in the School Site Council, ELAC Committees, and Coffee with the Principal meetings. The San Ysidro Middle School developed a data-driven School Plan for Student Achievement based on the needs identified through this process. The SYMS ICAN team and the administration identified evidence-based practices to decrease chronic absenteeism and suspension rates, and increase academics in ELA and Mathematics for all students. SYMS's SPSA goals are aligned with the district's LCAP goals and SYMS uses a continuous improvement model to implement, monitor, and annually evaluate the SPSA.

During the academic year 2021-22 school year, feedback and recommendations from stakeholders were collected for monitoring, review, and development of the school SPSA plan.

Students:

During the 2021-22 school year, data was collected through both formal and informal discussions. This information was used to discover and address specific needs for San Ysidro Middle School during the school year, as well as to inform discussions for the 2022-23 school year. Students were surveyed during the school year making use of the CARE Network Student Perception Survey, and Google Forms. Items that were surveyed included students' perception of school climate, classroom instruction, affirming diversity, feedback for growth, student voice, classroom belonging, and school uniforms. Survey data indicates that students are concerned about the overall climate of the school and believe that there is a need to focus on items such as student's voice, affirming identity, classroom belonging, anti-bullying, respect for others, and school-wide discipline.

Staff:

Staff members were able to provide information to the administration during the 2021-22 school year through a series of surveys and discussions: Student Engagement Strategies Survey (August 13, 2021, Staff Meeting), Needs Assessments Survey, and Student Engagement Strategies-LTEL (September 10, 2021, Staff Meeting), SYMS Self Assessment Tool (October 15, 2021, Staff Meeting), Students Survey Responses-Discussion (February 4, 2022, Staff Meeting), and SPSA 2021-22 and 2022-23 Feedback and Recommendations (April 15 and 29, 2022, Staff Meetings). Teachers and staff were also able to provide feedback and information through Data Reflection Sessions, Department Meetings, One on One Meetings, and informal meetings regarding school activities, academic achievement, and school climate.

ELAC and Coffee with Principal Meetings:

Parents who participated in the ELAC Committee meetings of October 21, and November 18, 2021, had the opportunity to review with the administration the 2021-22 school year SPSA. During the ELAC meeting of April 21, 2022 parents in attendance participated in providing feedback and recommendation to the administration for the 2021-22 SPSA Review and school 2022-23 SPSA. SYMS parents also had the opportunity to review and provide feedback on the school SPSA during Coffee with the Principal meetings on October 13, 2021, and April 13, 2022.

School Site Council:

Our School Site Council met throughout the year on a monthly basis to discuss our current and future SPSA. Report out's on our SPSA progress and implementation were given to members throughout the school year. The SSC members reviewed SPSA Goals 1-3 at the November 4th SSC Committee Meeting and SPSA Goals 4-5 at the November 17, 2022 SSC Committee Meeting. The SSC approved the 2021-22 SPSA Plan on the November 17, 2021 SSC meeting. During the SSC Meeting of April 14, 2022, members reviewed the 2021-22 SPSA and provided feedback for the 2022-23 SPSA.

Staffing and Professional Development

Staffing and Professional Development Summary

During the 2021-2022 school year, classroom observations were conducted by the site principal and assistant principal. Data from class visits were collected and used in the formal evaluations of certificated teachers according to the District evaluation schedule and as indicated in the Collective Bargaining Agreement. The academic year 2021-22 represented a challenge to teachers and administration due to the COVID 19 Pandemic and for the schools transition to Inperson Instruction. Data from the 2021-2022 school year, from the formative unit assessments was used to create agreements among PLC members. SYMS Administrators will use these agreements as the basis for observations and subsequent feedback. Site Administrators have developed a schedule to ensure that all classrooms are visited weekly. During the 2021-2022 school year, site-level staff meetings and/or professional development have been centered on the school-wide focus of student engagement.

San Ysidro Middle School has a highly qualified staff of certificated teachers. Each teacher Is a single subject credentialed teacher assigned to instruction in their subject area. As new electives are being added to the school curriculum, there will be an effort to provide students with more options for electives. Additionally, teachers of specific electives such as Project Lead the Way (PTLW) and Advancement Via Individual Determination (AVID) will receive program-specific training throughout the 2022-2023 school year.

During the 2015-2016 school year, San Ysidro School District 6-8th grade Math teachers began a pilot of state adopted Math Curriculum (Collegeboard). During the 2018-2019 school year, the district adopted English Language Arts Curriculum. SYMS Math and English Language Arts teachers were part of these text/curriculum adoptions. During the academic year 2021-22 and 2022-23 the San Ysidro School District will be conducting NGSS Science Science Pilot program with the objective of adopting a new curriculum for Science. Plans for the adoption of a Social Science textbook adoption have been developped with the objective of conducting a Social Science Pilot program during the Fall 2022 and adopting Social Science Textbooks during the 2023-24 school year.

SYMS used 2021-2022 funding to purchase instructional materials for all students (English Learners, EO, RFEP,...) which included reading materials (novels, short stories, etc.) for classrooms. Funds were also used to purchase materials to support computer base instruction which included technology hardware and software. Additionally, the district provided licenses for Accelerated Reader (AR), Achieve 3000, Imagine Learning, and Imagine Math for additional opportunities for students who are not meeting performance goals to be able to receive additional support. Students use these computer programs during core classes, in support classes as well as for homework. Teachers participated in training sessions to learn these programs and have ongoing opportunities to further implement and use the data tracking portions of these programs to be able to utilize the data to monitor student progress and subsequent needs.

Overall, professional development in 2019-2020 was centered around the implementation of the matrix with CAASPP aligned assessments. Professional development provided in 2020-2021 was centered around NCUST best practices, lesson planning,and the anchoring of common language. The 2021-2022 professional development was centered on student engagement and EL Rise.During the summer of 2021 SYMS teachers had the opportunity to participate in GLAD training as well as AVID training. . The 2022-23 focus for professional development at SYMS will continue on student engagement and learning as well as provide professional development on web base programs (IXL, Imagine Learning, Achieve 3000). Additionally, professional development centered on English Language Arts across all curriculums for all teachers.

In 2015-2016, the San Ysidro School District led the development of grade level curriculum matrices which were aligned to the California Core Curriculum Standards. The matrices were created collaboratively by grade level teachers who used the California Common Core Assessment Blueprints, Claims, and Targets to determine the content of units. Additionally, each unit includes an aligned assessment. The assessment is given commonly throughout each grade level in the District and student data from the assessment is used to determine student progress with performance goals and the necessary supports to be provided for students who are not meeting performance goals. Data from these assessments is analyzed in Data Reflection Sessions (DRS) which are facilitated by a Principal. In the DRS teachers examine data for specific students, as well as subgroups such as English Learners and Students with Disabilities, to determine necessary adjustments to future instruction and/or current remediation. Teachers also meet in PLC groups in planning sessions to discuss findings from the DRS, share curriculum resources, discuss best practices, and determine next steps for overall student achievement. This process of curriculum alignment to the core,common aligned assessments, and data reflection with planning will continue in 2021-2022. Data from the 2019-2020 and 2020-21 school years will be used in the subsequent year to measure student progress vertically and inform areas for professional development. In 2017-2018 and beyond, curriculum walks were added to develop a common language regarding classroom practices so that discussion and feedback regarding the curriculum matrix and student assessment data will be targeted. During the 2021-22 academic year, SYSD Resource Lead Teacher met with 7th and 8th grade teachers to review Math Unit Assessments.

For the academic year 2022-23 support for teachers will be provided through ELA/ELD and Math Impact teachers. The Impact Teaches will support in data analysis during Data Reflection Sessions, visits classrooms, and provides additional support through coaching and modeling lessons. In 2022-2023, the district Instructional Lead will be available to support new teachers and provide in- service trainings in the areas of classroom management, best practices, and school-wide focus on classroom engagement.

Teachers collaborate by grade level/department level in Professional Learning Communities. Opportunities for collaboration occur four times each year after the completion of a unit from the District Curriculum Matrix and administration of the Unit Assessment. Additionally, teachers have minimum days one day each week when students leave early and teachers use the non-instructional time for professional preparation and collaboration. Each month, 50% of these minimum days are used for PLC planning and/or Common Core implementation meetings. This is in excess of 51 hours of yearly collaboration opportunities for PLC groups, grade-levels and/or content-specific departments.

Staffing and Professional Development Strengths

San Ysidro Middle School has a highly qualify staff of teachers and support staff. During the academic 2021-22 the SYMS Staffing was heavily impacted by the COVID-19 pandemic, creating the need for substitutes to cover certificated and classified positions. Due to the challenges presented by the pandemic, the SYMS Staff become more resilient in their endeavors to provide the best quality education possible and a professional level of service to our students and parents.

SYMS teachers had the opportunity to receive training in GLAD strategies during the summer of 2022. During the academic year 2021-22 teachers received training in Social Emotional Strategies, as well as EL Rise Training through the SDCOE. The EL Rise SYSD wide training provided the opportunity to SYMS teachers to collaborate with other site teachers and experts in English Learners needs and instructional practices.

Needs Statements Identifying Staffing and Professional Development Needs

Needs Statement 1: SYMS has a need for ELA and Math Impact Teachers to support Teachers and Students contributed to the academic deficiencies of many students both in English Language Arts and Mathematics. **Root Cause/Why:** The COVID-19 Pandemic has

Teaching and Learning

Teaching and Learning Summary

Data from the 2021-2022 CAASPP testing, and Unit Assessment Data from 2021-22 will be analyzed and utilized as follows:

1) Student data from the state assessment and unit assessments in ELA and Mathematics will be used to inform student placement in courses. Students who are not meeting performance goals will be provided opportunities within and beyond the school day for improvement. Examples include enrollment in English or Math support courses, assignment to after-school tutoring, and/or Saturday Intervention. Students who are meeting and/or exceeding performance goals will be scheduled into appropriate courses with students in heterogeneous groupings.

2) The school administration in collaboration with SYSD Educational services will use student data from the state assessment and unit assessments to modify the District common assessments to more adequately predict student performance in the core curriculum during the school year. This will allow teachers to identify students who are not meeting performance goals and provide individualized support in the classroom.

3) Student data from the state assessment and unit assessments will be used to analyze trends in the district and school with respect to subject area, subgroups, and specific classrooms. Additionally, comparison with truly similar schools may provide a further study of programs and/or services that meet the needs of and help to improve achievement for students that are not meeting performance goals.

Data from the 2020-2021 and 2021-2022 ELPAC testing will be analyzed and utilized as follows:

1) Student data from the ELPAC will be used to identify the need for and quantify the number of classes of self-contained English Language Development (ELD).

2) Student data from the ELPAC will be used to identify an individual student's level of proficiency in English. This data will also inform appropriate groupings of students in ELD classes to be able to teach/access the California ELD Standards.

3) Student data from the ELPAC will be used by classroom teachers to be able to differentiate and support students in core classes. Data will also be used as the English teacher and ELD teacher collaborate to pre/post load English curriculum for students during ELD time.

4) Student data from the ELPAC will be used to analyze trends in the district and school with respect to grade levels, subgroups, and specific classrooms.

Data from the 2021-2022 California Science Assessment (8th grade) will be analyzed and utilized as follows:

1) Student data from the science assessment will be used in conjunction with other state assessment data to determine appropriate placement in coursework. Students who are not meeting performance goals will be provided opportunities such as assignments to after-school tutoring and/or Saturday intervention. SYMS will continue implementing NGSS-style lessons, and data from the science assessment will be used to help shape the content of the curriculum units.

2) Student data from the science assessment will be used in relation to the 2021-22 Science Fair. All students will be required to participate, but differentiated levels of support and/or student groupings will be informed by the science assessment so that students who are not meeting performance goals will be provided adequate support for success and those who are meeting and/or exceeding performance goals will be adequately challenged.

A curriculum matrix with five units was created for each grade level in the San Ysidro School District for use in 2015- 2016 and beyond. The curriculum matrix was modified for the academic school year 2021-22 to four-unit assessments. Each unit includes a teacher-created and CAASPP-aligned assessment which is given to all students according to the yearly SYSD Assessment Calendar. The students' results data will be analyzed in scheduled Data Reflection Sessions (DRS) and PLC Planning Sessions. There are 4 of these sessions each school year. The assessment data is used to create collaborative agreements among PLC members regarding the creation and/or modification of units from the curriculum matrix. Assessment data is also used to identify students who are not meeting performance goals and who need individualized intervention and/or support.

Teachers also create their own formative assessments which are used to inform their pacing, instructional practices, and classroom intervention/supports. Teachers use this data to support students who are not meeting performance goals and to further challenge students who are meeting and/or exceeding performance goals.

Classroom teachers are utilizing the District Curriculum Matrix and assessments which were created by grade level teachers and are aligned to California Core Curriculum Standards using state blueprints, claims, and targets. Materials used in classrooms are state-adopted materials and sufficient for all students so as to be compliant with Williams Settlement Requirements. During the 2021-2022 school year, District professional development was focused on best practices of instruction. This will include frequent learning walks by administrative teams to anchor on documenting evidence of teaching and learning utilizing aligned curriculum and materials, as well as providing meaningful feedback to teachers. A common language will be developed throughout the district to be able to discuss and improve teaching and learning. For the academic year 2022-23 the District Professional Development will focus on English Language Learners and Social-Emotional Learning.

At San Ysidro Middle School, regular days consist of 334 instructional minutes while minimum days consist of 240 minutes. The total number of instructional minutes for the school year exceeds the 54,000-minute requirement and meets the recommended instructional minutes for English Language Arts (ELA), English Language Development (ELD), and mathematics.

The SYSD Curriculum Matrix provides a pacing schedule for teachers to be able to adjust within a unit and/or in the subsequent unit. These adjustments to pacing allow for re-teaching and/or other support within the classroom for students who are not meeting performance goals. Intervention courses for students in English and Math are offered after school and on Saturdays. These semester courses include students that are nearly meeting performance goals utilizing data from the 2021-2022 unit assessments. Students move out of this intervention course when they begin to meet performance goals. Students have only one intervention class per semester. Data from the district assessments from the previous school year provides targeted instruction in areas of need and also helps students to move to proficiency in a timely manner.

In 2016-2017, SYSD grades 6-8 piloted state adopted Math materials -- Springboard by CollegeBoard. This was in addition to district-wide adoptions that occurred in the 2014-2015 school year which, unfortunately, included supplemental materials which had not been State adopted as core curriculum. All of the math teachers at SYMS are part of this ongoing pilot. Math Teachers received their materials in 2016 and continue to implement and use materials to make decisions about adoption for the District. In 2017-2018, English Language Arts materials were piloted by all English teachers at SYMS. A selected group of teachers meets to review specific materials to pilot during the summer/fall of 2017. Previous additions of state and SYSD adopted materials are available for use in the classrooms. In 2018 English Language Arts materials were adopted-----Amplify. There are sufficient materials available to comply with Williams Settlement requirements. Many SYMS classrooms have class sets of these materials in addition to the individual study copies which are checked out by students for use at home.

During 2015-2016 and 2016-2017, the California State Board of Education adopted materials in Math and English Language Arts are being piloted in grades 6-8. These materials are being used in the classroom as well as previous materials adopted by the state and district. There are sufficient materials for students in compliance with the Williams Settlement and many classrooms have classroom sets of materials in addition to individual materials which are checked out to students for home use. Supplemental materials are used in core classes and for intervention purposes. Materials purchased during 2015-2016 include Accelerated

Math, Hands-on Math (with manipulatives), and Accelerated Reader.

The regular program at SYMS is informed by student data from standards-aligned assessments. This data is analyzed by teachers in PLC groups and in conjunction with site administration. As a result of the data, underperforming students are targeted for support. Supports for these students include differentiated classroom instruction, additional targeted support from the classroom teacher in the form of pre or re-teaching, assignment to the ZAP program during lunch or after school (2021-2022 lunchtime opportunity), assignment to after-school tutoring, and/or assignment to Saturday Intervention Program (2021-2022).

SYMS uses research-based education practices to raise student achievement through the use of Professional Learning Communities. Teachers meet in excess of 51 hours each year to plan for instruction and analyze student data. SYMS administrators engage in evidence-based data collection from class visits to provide feedback to PLC groups as well as to individual teachers. Professional development for 2019-2020 has been centered on curriculum alignment and the use of student data from common assessments to drive instruction and intervention. Professional development for 2021- 2022 will include a focus on classroom learning walks to develop a common language regarding research-based best practices. Throughout 2021-2022 SYMS will also provide professional development focused on student engagement and English Language Arts Development across all curriculums.

Conclusions based on data:

Enrollment -

- Our 7th-grade population is increasing by about 90-100 students per school year. Our 8th-grade population is increasing by 65-75 students per school year.
- Our African American population has been declining for the last 3 years.
- Our records indicate that our school is in declining enrollment with 511 eleven students in school attendance during the academic year 2021-22.
- Our English Language Learner population is maintaining in the 60th percentile.
- Our FEP's are maintained at the 20th percentile.
- The number of students reclassifying has increased every school year.

CAASPP ELA/Literacy - 2018019 Academic Year.

- Due to the COCVID-19 pandemic, no scores are available for 2019-20, and 2020-21. The last results available are from the 2018-19 academic year.
- About 30 of 7th-grade students met or exceeded the standards. 70% did not meet the standards. About 33% of 8th-grade students met or exceeded the standards. 67% did not meet the standards.
- Based on scores, students need the most improvement in the area of demonstrating understanding of literary and non-fictional texts. This area will be one of the major focal points of instruction in all subject matters.
- Students demonstrated lower proficiency % in demonstrating effective communication skills with 8.62% school-wide.

CAASPP Math - 2018-19 Academic Year

- About 12.93% of 7th-grade students met or exceeded the standards. 87.07% did not meet the standards. About 14.29% of 8th-grade students met or exceeded the standards. 85.71% did not meet the standards.
- Based on scores, students need the most improvement in applying mathematical concepts and procedures. This will be one of the major focus areas of all math teachers.
- 4.91% of students demonstrated proficiency in problem-solving and modeling, data analysis.

ELPAC Results - 20210-21 Academic School Year

- We have 29.43 % of our students in level 3 and 18.92% in level 4: Oral Language 27.03% in Level 4 and 36.4% in Level 3 and Written language 8.71% in level 4 and 22.52 % in Level 3. These students are ready to transition and be reclassified. The number of students that are scoring Well-Developed in the domains are the following: Listening 146, Speaking 172, Reading 105, and Writing 58.
- Our students are struggling in the Reading and Written Language Domain. Students are having trouble with reading comprehension and developing their writing.
- A significant decline in ell Developed students is observed from 2017-18 to 2018-19.

Student Population -

- More than 91% of our students are categorized as socioeconomically disadvantaged. Out of those students, 64% of them are English Learners.
- We have a very high percentage (29.4%) of our students that are homeless.
- We have little diversity in ethnic groups at SYMS.

Overall Performance -

- Our suspension rate needs to be lowered. We will look at our data and reasons for suspension in order to address those issues in a preventive manner instead of an intervention matter.
- We are working on mathematics and improving our data by following, with fidelity, our instruction plan, supports, and intervention plan
- SYMS Chronic absenteeism will be addressed through participation in the SDCOE ICAN Program.

Academic Performance ELA -

- Increased intervention classes before and after school will help address the needs of our students.
- Support classes will be offered throughout the day to review and preview the material being taught in the language arts classes.
- Academic language will be spoken by all SYMS community members to support student growth.

Academic Performance Math -

- Increased intervention classes during lunch, before and after school will help address the needs of our students
- Support classes will be offered throughout the day to review and preview material being taught in the math classes
- Academic language will be spoken by all SYMS community members to support student growth

Academic Performance English Learner Progress -

- Increased intervention classes before and after school will help address the needs of our ELL's
- Support classes will be offered throughout the day to review and preview material being taught in the ELA classes
- The academic language will be spoken by all SYMS staff to support student growth

Academic Engagement Chronic Absenteeism

- We have a high percentage of chronic absenteeism.

- Students with disabilities have the highest percentage of chronic absenteeism
- Chronic absenteeism will be addressed through SYMS participation at the SDCOE ICAN program.

Conditions & Climate Suspension Rate -

- School wide staff training in the area of PBIS will help decrease Suspension Rate
- Engaging teaching and culturally relevant curriculum will support student engagement and decrease behaviors that disrupt the learning process
- School wide training in the area of Restorative Practices will engage the teachers, students and community members in practices that will lower suspension recividism

Teaching and Learning Strengths

San Ysidro Middle School has a highly qualified teaching staff who is dedicated to the academic and social development of the students. SYMS teaching staff consists of 31 teachers of which 30 are fully credentialed and one is in the first year of the induction program at UCSD Extension. At SYMS a culture of collaboration (departments) can be observed as teachers participate in different group activities such as Care Network, ICAN, PBIS, and PLC's communities.

The COVID-19 pandemic created an impact on the students' academic and social development. The SYSD ELA district Unit Assessment for units 1-3 demonstrated a school-wide average of 37.3% for 7th grade, 7.3% above 2020-21 average, and an average of 46.3% for 8th grade 13.3% above 2021-22 unit average.

For Mathematics, 7th grade, 20.6% average, 0.4 below 2020-21 average, and for 8th grade an average of 20%, same as 2020-21 school year.

Needs Statements Identifying Teaching and Learning Needs

Needs Statement 1 (Prioritized): All Students, including English Learners did not improve 5% or more in all content area.

Needs Statement 2 (Prioritized): SYMS English Language Learners annual progress toward English Proficiency is very low at 29.3%

Parental Engagement

Parental Engagement Summary

During 2021-2022, families were invited to participate in a district-funded program -- Parent Institute of Quality Education (PIQE). This 9-week program empowered parents to become more involved in their student's education by providing training on students' Social-Emotional Development while providing strategies to support students at home.

SYMS also has support staff positions to assist students with items that contribute to their success in school including attendance, emotional health, etc. These positions are School Counselors and Outreach Consultant. The goal of these support staff members is to alleviate barriers to overall well-being that keep students from attending and/or fully engaging in their education.

During 2022-23, families will have the opportunity to participate in district and school-funded programs, either virtually or in-person (depending on COVID-19 requirements)

SYMS has a number of opportunities for stakeholders to be involved in the planning, implementation, and evaluation of programs that are funded under Title 1 (at the site level), and Title 2 and/or 3 (at the district level). SYMS has a School Site Council which meets monthly to review site planning and execution. The council is composed of staff, parents, and students who discuss agenda items with the largest responsibility being to help create, revise, and evaluate the Single Plan for Student Achievement and approve (by vote) its implementation. Another advisory committee is the English Learners Advisory Committee (ELAC) where parents of English Learners provide input on the programs and services for their students. These committees also provide input for the SYSD Local Control Accountability Plan (LCAP) and the use of state funding (base and supplemental) for district-wide programs. There are also District level committees for stakeholder input, planning, and evaluation including District English Learners Advisory Committee (DELAC), District Parent Advisory Committee (DPAC), Master Plan Committee, and SYSD Safety Committee. SYMS also has a PBIS committee that is made up of teachers, staff, students, and parents.

Parental Engagement Strengths

For the academic year 2021-22, San Ysidro Middle School parent involvement has been very low. Due to COVID-19 restrictions, parent meetings; Coffee with the Principal, ELAC Committee, PIQE, and SSC were done virtually. Due to the availability of technology resources (technology devices), knowledge of use of technology, and a culture of in person attendance, parents' participation has been low.

It is the expectation of the administration that once in-person parent meetings can take effect, with the support of Outreach Consultant and Parent Advocate, Casa Familiar, the implementation of a Parent-Teacher Association committee can be implemented to support parent involvement.

Needs Statements Identifying Parental Engagement Needs

Needs Statement 1 (Prioritized): We need to increase parent involvement. The identified need is for more means of communication from school to home.

School Culture and Climate

School Culture and Climate Summary

During the 2020-2021 and 2021-22 school years, data was collected through both formal surveys and informal discussions. This information was used to discover and address specific needs for San Ysidro Middle School during the school year, as well as to inform decisions for the 2022-2023 school year. Students were surveyed during the year through the Care Network, School Atmosphere Survey, ASB President Uniform, Cafeteria Survey, and google forms. Items of interest that were surveyed included students' perception of school climate, classroom instruction, and overall mental health. Additionally, students were interviewed or polled in meetings with SYMS academic and pupil services counselors. Survey data indicates that students feel the need have a voice, they are concerned about the overall climate of the school and believe that there is a need to focus on items such as anti-bullying, respect for others (including adults), identity/inclusion, and school-wide discipline.

As a result of students' feedback, the Circle of Friends Club was created, for students to have a safe place to address topics of interest. The Promise Neighborhood Academic Advisors have also provided during lunch a place for students to feel connected and safe. During the academic year 2021-22 SYSD IMRA, re-open the school library and initiated a Reading Club as well as provide a place to read and relax during lunch time.

Staff members were able to provide information to the administration regarding the effectiveness of Data Reflection Sessions, Professional Learning Communities (participation and planning), and professional development opportunities. Feedback indicates that teachers feel the need for more Social and Emotional Services as well as support for English Language Arts and Mathematics. Staff further indicated the need for school-wide intervention opportunities and many have indicated they would like to see lunch-time opportunities for students who are not completing or need targeted assistance with their classwork. Staff also expressed their concerns about changes at the school site and the need to focus on school climate. Staff expressed concerns regarding supporting teachers with professional development, training, and/or other support with classroom management.

Parents who participated in the PIQE program provided feedback that the program itself was remarkably beneficial. Comments from parents indicated that PIQE helped them to begin to understand their role in their student's education. Parents indicated they would like the program to continue, and they would be interested in more frequent opportunities at the school site to be able to learn about how best to support their students' academic achievement as well as issues associated with adolescence. Parents have also provided feedback to office staff and administration that they would like to see more focus on anti-bullying.

School Culture and Climate Strengths

For the academic year 2022-23, the SYSD administration through the implementation of CSI funds plans to continue to provide Impact Teachers for English Language Arts and Mathematics as well as additional support (counselor) to provide Social Emotional Services. This additional support for social-emotional services will allow for the continuation of the Circle of Friends Club as well as lunchtime activities for students.

The SYMS administration in collaboration with SYSD continues to work in collaboration with the Promise Neighborhood and Community Organizations (Casa Familiar, South Bay Community Center, San Ysidro Health Clinic) to provide SYMS students with social-emotional services. During the 2021-22 school year, over eighty students were referred for social-emotional services.

During the academic year, 2021-22 the SYMS PBIS Committee met on a monthly basis to address school culture, and student activities, and to promote a safe learning environment. The committee also met three times for a full day, to plan for the beginning of the school year, end-of-year activities, and the 2022-23 school year.

In the prevention of inappropriate behavior, 7th-grade students received through their Social Science Classes the Gang Resistance Education and Training Program (G.R.E.A.T), which is an evidence-based and effective gang and violence prevention program build around school-based, law enforcement officer instructed classroom curricula. The program is intended as an immunization against delinquency, youth violence, and gang membership. The 8th-grade students through their Science classes participated in the San Diego State University School of Nursing Department anti-vaping program. The students were pre and post-surveyed about their knowledge and behavior regarding vaping as well as received vaping education through SDSU School of Nursing students.

Needs Statements Identifying School Culture and Climate Needs

Needs Statement 1 (Prioritized): San Ysidro Middle School students are having trouble understanding how to build positive and healthy relationships.

Needs Statement 2 (Prioritized): San Ysidro Middle School students returned to in-person instruction for the academic year 2021-22 after a year and three months of virtual instruction. The effects of Virtual Learning in conjunction with COVID -19 impact in the San Ysidro Community has created a wide need for Social Emotional Services.

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

LCAP Goal

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

Goal 1.1

All students, including English Learners, will improve annually by a minimum of 5% in English Language Arts and 5% in Math as measured by student results on the California statewide assessment, CAASPP, from Spring 2022.

Identified Need

All Students, including English Learners did not improve 5% or more in all content area.

SYMS English Language Learners annual progress toward English Proficiency is very low at 29.3%

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Math Common Assessment 2021-2022 Students Scoring at Meets or Exceeds Standard GR 7-8 ALL: 20% EL: 17% SWD: 17%	Data Review Sessions of ELA Unit assessments (4) will be conducted 4 times per year for the 2021-22 academic year.	An increase of 5% or higher will be observed of students Benchmark or Challenge for all school and subgroups
2019 SBAC - Math Scale Score Points Distance From Standard ALL = 120.2 points BELOW Standard RED Declined - 10.5 points EL = 136.6 points BELOW Standard RED Declined - 7.9 points SED = 124.5 points BELOW Standard RED Declined - 11.2 points SWD =199.5 points BELOW Standard RED Declined - 31.4 points	In 2020-2021- NO SCORES AVAILABLE	Percentage of our students meeting or exceeding Math standards will increase by 5% for all students and subgroups.
2019 SBAC - ELA Scale Score Points Distance From Standard ALL = 49.9 points BELOW Standard ORANGE Maintained + 2.3 points EL = 68.2 points BELOW Standard YELLOW Increased + 8.9 points SED = 54.4 points BELOW Standard ORANGE Maintained + 0.2 points SWD = 120.8 points BELOW Standard RED Maintained + 2.1 points	In 2017-2018, 38% of our 7th graders were proficient In 2017-2018, 34% of our 8th graders were proficient In 2018-2019, 30% of our 7th graders were proficient In 2018-2019, 34% of our 8th graders were proficient In 2019-2020 - NO SCORES AVAILABLE In 2020-2021- NO SCORES AVAILABLE	Percentage of our students meeting or exceeding ELA standards will increase by 5% for all students and subgroups.
ELA Common Assessment 2021-22 Students Scoring at Meets or Exceeds Standard GR 7-8 ALL: 42% EL: 28% SWD: 36%	Data Review Sessions of ELA Unit assessments (4) will be conducted 4 times per year for the 2021-22 academic year.	An increase of 5% or higher will be observed of students Benchmark or Challenge for all school and subgroups

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

1.1 Structural and/or Scheduling of Master Schedule 1. Heterogeneous groupings in courses 2. English Learners will be placed in ELD classes according to their current levels (ELPAC 2021- 2022) and a focus will be on pre/post-teaching of ELA/ELD standards 3. Students with disabilities will be placed in the least restrictive environments with support. B. Master Schedule Development 1. Master Schedule will be finalized during the summer of 2022. The administration in collaboration with the school counselor will develop the Master Schedule. (5 days of additional time for the counselor).

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$2,500	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners
All Students

Strategy/Activity

1.2 Student Intervention and Enrichment A. Before/After/Saturday School Intervention 1. Targeted placement of students in before/ lunch/after/Saturday school intervention based on data from CAASPP, progress reports, Unit Common Assessments, semester 1 reports, Teachers' recommendations, and district formative assessments ("intensive and strategic") 2. Second Chance - Placed in an extended learning day - 7 periods / Intervention Program- these classes will include formative assessments and Unit tests to give students a second chance to get a better grade on the test. * Curriculum * pre/post-teaching of a student's current grade curriculum * use of the previous year's curriculum matrix and assessments to create and track student growth * Supplemental materials to promote literacy for our low-level readers 3. Saturday School 4. Cross-Tutoring - Teachers would tutor students during their prep time. B. SEL- Social Emotional Learning Curriculum C. Enrichment (for all students including our GATE population) 1. Field trips, Universities, Career Centers - Carpentry, Enrichment Classes: technology, Photography, Journalism. ART, ASB etc and supplies to support them.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$70,560	Title I Regular
$4,000	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Low Income
Foster Youth
English Learners
All Students

Strategy/Activity

1.3 Collaboration A. Professional Learning Communities (PLC) 1. Teachers will collaborate in PLC /DRS groups to discuss curriculum matrices, student data, department goals, and lesson design 2 Teachers release 1/2 days (4, 1/2days) for collaboration meetings: Departments (ELA, Math, ELD, Science, History, PE, Special Education = 31 teachers) Focus on: What do we want each student to learn? How will we know when each student has learned it? How will we respond when a student experience difficulties in learning? 3. Part of these sessions will include setting goals where administrations will focus their walk through to collect evidence of teaching and learning, as well as to provide appropriate feedback and support for teachers using these goals as our guide. B. Data Reflection and Planning Sessions 1. On four occasions throughout the school year ELA, ELD, and Math teachers will participate in an administration lead session to analyze student data from the district common assessments. 2. Part of these sessions will include agreements where administrations will focus their walk- through to collect evidence of teaching and learning, as well as to provide appropriate feedback and support for teachers using these agreements as our guide. Teachers will be meeting with the administration during the prep period or after school. 3. Math teachers with other core teachers and special education teachers will participate in Care Network Huddle Sessions twice per month to collaborate on best lessons, teaching strategies, and goal setting. 4. ELA teachers will meet weekly to collaborate and plan. C. Special Education (Co-Teachers) 1. In 2020-2021 the master schedule will include Math and ELA "co-teach" sections for students with disabilities. Teachers who will be co-teaching for the first time will need to have additional opportunities for planning and collaboration. 2. Co-teaching partnerships will have 1 day to plan together per month (RSP). 3. General education and special education teachers will be given additional time each month on minimum days designated as principal-directed common core implementation days in the certificated calendar.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$23,998	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

English Learners
Low Income
Foster Youth
All Students

Strategy/Activity

1.4 Professional Development A. Teacher Professional Growth and Learning using best practices. The Distance Learning Playbook Book Study and Training Teaching Practices from America's Best Urban Schools Book Study Monthly professional development to focus on department needs and guided planning. Imagine Learning Imagine Math Focus on English Language Development and any other area of need based on data Achieve 3000 across all curriculums B. Provide Professional Development in Computer Base Program being used at SYMS C. Google Suite Training

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$10,000	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students
Low Income
English Learners
Foster Youth

Strategy/Activity

1.5 Staff to Support and Raise Student Achievement A. IMRA: Instructional Media Resource Assistant IMRA will be available during lunchtime and after school for students to take AR tests and check- out books. B. School Resource Teachers - work to support the academic achievement and professional growth in the areas of ELA and Math C .District Resource Teachers and the Executive Director of Educational services work to support the academic system on each of the school sites by upgrading the entire educational program through support of school site staff and families. They provide professional development for substitute teachers and instructional aides for the implementation of Google Classroom. Additionally, they also provide support for teachers with the implementation of the digital version of our board adopted core curriculum and our board adopted supplemental educational technology platforms (Renaissance, Achieve, Imagine Learning, etc). In addition, Resource Teachers provide direct support for teachers as requested by school site administration. D. District Resource Teachers revise and evaluate district common assessments to ensure alignment to standards and item specifications. These assessments are used to monitor student achievement through our common local assessments and data evaluation protocol to inform teaching and learning and drive instruction through a continuous improvement model. The Executive Director of Educational Services supports the implementation of the instructional design through learning walks that are aimed at the calibration of instructional practices on all school sites as part of a cycle of continuous improvement. E. Student and Family Services Manager -The Student and Family Services Manager supports students and parents and monitors student progress. This results in the allocation of resources to these student groups based on an individual needs assessment in order to assure that needs of these student populations are met with supplemental resources.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$163,075.83	ESSA CSI
$2,350	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students
Foster Youth
Low Income
English Learners

Strategy/Activity

1.6 Instructional Supplies and technology needs A. .Purchase of classroom instruction items to support the school-wide focus of "student engagement" and to

provide instruction, intervention, and/or enrichment for students in the classroom. 1. purchase student planners, binders, data folders, separators, and supplies bags for binders 2. Renewal of all instructional Licenses (Math - Kuta and Ready Common Core, Social Studies - NewsELA, -PTLW-Coding Monkey, Classkick, Edpuzzle, GoFormative, IXL - math program, Delta Math, Ardor Education Inc, Nearpod, Peardeck, Amplify, FlipGrid, TeacherEase, Other. B . Purchase of New Licenses, technology, and instructional supplies to support instruction and access curriculum for all teachers and students: IXL -ELA, IXL-Math, White Board Decals, Laptop stand, Tripod for video recording, Digital Writing Pad, Headphones with Microphones, HDMI Cables, Blue Screen Protector for laptop/Chromebook, Voice amplifier for the Classroom, Small Whiteboards (handheld), Other C. Classroom Libraries

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$10,000	Title I Regular
$15,000	Title I Regular
$44,118	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Foster Youth
Low Income
English Learners
All Students

Strategy/Activity

1.7 Monitoring and Reporting Student Progress A. Administration -- Admin Walkthrough 1. During the 2022-2023 school year, training will be centered on student engagement and ELA /English Language Learners' academic achievement feedback and support for teachers will be provided through Support Teachers and Feedback from administrators walkthroughs. B. SYMS will use a number of computer programs to store student assessment data for analysis. Programs used by the school include: 1. Synergy: Student information system, master scheduler, grading, student and parent portal for online monitoring 2. Illuminate: Assessment System, State and District Assessment Data (CAASPP, CELDT, etc.) 3. Renaissance Learning: Accelerated Reader and Math used in intervention settings with content, assessments, and the stored data from them. 4. Achieve 3000, Imagine Learning, IXCell

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1.1.8

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

1.8 Science Fair, History Fair, and STEAM Showcase (Virtual) A. SYMS students will participate in Science Fairs, History Projects, and STEAM academic activities to provide opportunities to gain proficiency in English and Mathematical standards (registration fees, supplies, and materials).

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$7,250	Title I Regular

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not

required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

In order to develop a better understanding of the schools, each of the school departments provided feedback as to the 2021-22 SPSA plan and implementation. ELA/ELD Dept: 1. Front-loading vocabulary 2. Lessons are aligned to the benchmark exams 3. Use of technology to measure progress and decrease learning gaps (Imagine Learning, Achieve 3000, Quill.org, Renaissance Learning) Math Dept: All teachers implemented the programs. It was user-friendly and provides concepts to students in Spanish and contains tutorial videos. It also provides immediate feedback so teachers are able to intervene sooner. Contains visual representation of math concepts to reinforce vocabulary. Science Dept: Language development across the science curriculum. Also, have students model and speak about the curriculum using appropriate vocabulary and GLAD strategies like sentence frames, graphic organizers, visuals, etc. Social Studies Dept: Incorporated vocabulary development, reading strategies, and educational technologies such as Achieve 3000. Special Educ. Dept: Strategies: Advance All. MyOn, IXL math, Achieve 3000, Readworks, Classkick, Blooket, Quizizz (Differentiated levels, Tailored to needs of individual students, tracks data, introduces and solidifies vocabulary, provides immediate feedback/ examples/ tutorials). Physical Educ. Dept: Implement math, science, ss, and ELA to the homework assignments and warm-up activities. Elective Dept: ASB worked to support the annual improvement of English Language Arts and Math by celebrating students who passed their English and Math benchmarks in each unit.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

In order to develop a better understanding of the schools, each of the school departments provided feedback as to the 2021-22 SPSA plan and implementation. ELA/ELD Dept: Budgeting has been satisfactory for the intended implementation strategies. ELA and ELD teachers have had access to the necessary programs. Math Dept: There were no major differences. The programs were budgeted and available for all department teachers to utilize. Science Dept: Need for translation of materials English-Spanish Social Studies Dept: "No significant differences" Physical Education Dept: Physical Education materials have been requested with some of the materials requests not approved. PE teachers request shading and updated locker rooms.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In order to develop a better understanding of the schools, each of the school departments provided feedback as to the 2021-22 SPSA plan and implementation. ELA /ELD Dept: The ELA and ELD department has requested IXL and Rosetta Stone to support student development. Math Dept: As a department, we need to build in designated time for students to use these programs to work on the foundational skills that they lack. Science Dept: No major changes to the goal are needed at this time. Social Studies Dept: Will continue with daily vocabulary development, reading, and writing skills. Special Education Dept: Professional Development of computer-based programs to implement strategies to assist students in meeting their goals.

LCAP Goal

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

Goal 2.1

San Ysidro Middle School will improve by 5% English Language Development outcomes for all English Learners (ELs) , so that all ELs will demonstrate yearly expected progress and reclassify in 5 years or less as measure by CAASPP 2021-22 , ELPAC 2021-22 and District ELA Unit Assessments.

Identified Need

All Students, including English Learners did not improve 5% or more in all content area.

SYMS English Language Learners annual progress toward English Proficiency is very low at 29.3%

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Professional Learning	Professional Learning GLAD: 10 Staff EL RISE: 100% of Staff 1 Staff AVID Excel: % of Staff	Increase teacher and administration participation in Professional Learning trainings to support all students in ELD and ELA Classes.
Formative Assessments	Formative Assessment Baseline TBD	SYMS Administration in collaboration with District Educational Services and SYMS teachers will develop formative assessments to monitor growth or our EL students.
English Learner annual progress toward English Language Proficiency	ELPI 2019 29.3% making annual expected progress toward English proficiency VERY LOW progress	Increase by 5% or higher EL annual progress toward English Language Proficiency.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Continue Implementation and Monitoring of Programs to support English Learners 1:- San Ysidro School Administration and Staff will continue to implement and support English Learner Programs based on on-site needs and in compliance with current laws, regulations, and accountability. A. The San Ysidro Middle School Administration will work with the SYSD Education department to review and revise the EL Master Plan through the lens of the California English Learner Roadmap, to ensure clarity and uniformity throughout the district in providing services for English Learners as well as to ensure compliance with current laws, regulations, and accountability. B. Continue to implement and support English Language Development Programs at San Ysidro Middle School: New Comers Program, Emergence Program, English Language Development Program (ELD 1/2, ELD 3/4) 1.- The SYSD administration and school counselor will use ELPAC Data, CAASPP Data, District ELA Unit data, teachers recommendations, and San Ysidro School District English Language Development guidelines to place students in their correct ELD classes for the 2022-23 academic year. 2.- The SYMS administration and counselor will work with SYMS ELD teachers to review students' academic levels grounded in data review based on ELD/ELPAC domains, ELA Unit Assessments, and class assessments (English Language acquisition Programs or teacher-created assessments) to ensure the maximum acceleration of the English Language as possible. 3.- San Ysidro Middle School administration will support the implementation of the EL programs through the acquisition of resources for English Language Development instruction (eg. Imagine Learning, Achieve 3000, Guided Reading Materials, Classroom Libraries, new programs or apps, hardware, and software to support ELD instruction). 4.- ELD Teachers release time (5 days per year) to work with SYSD Educational Department in the planning and development of curriculum matrix and assessments for middle school ELD Courses. C. SYMS will implement AVID Excell to target students who are Long Term English Learners (LTELs) or at risk of becoming LTELs, to accelerate language acquisition by targeting typology of ELs to support access to core instruction through the building of strategies and supports. D. SYMS Administration will continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English. 1.-SYMS Teachers, Support Staff, and Administration will monitor student achievement data to ensure that students are making adequate progress towards annual progress goals with language acquisition. 2.- SYMS will continue to employ testing assistants and data support specialists to support students language acquisition through monitoring of English Learners progress, serving as a parent liaison, and supporting the implementation of interventions for this student group.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$4,383	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Collaboration and Professional Development 2.A SYMS Administration will support professional learning with implementation support and instructional coaching of professional learning to include guided planning, lesson modeling, and data monitoring to improve classroom instruction. Professional Development may consist of: 1.- Imagine Learning and Achieve 3000 Professional Development 2.- GLAD Professional Development 3.- ELPAC Training 4.- Professional Development in ELD Adopted Core Materials 5.- Guided Reading, AVID Excel, 6.- Instructional Coaching 7.- Lesson Planning Delivery, Direct Instruction, and Ed Tech for Direct Instruction 8.- Procedures for review and feedback 9.- Data analysis of ELPAC, Unit Assessments, Illuminate Data, CAASPP, and/or other District or Teacher created assessments. 10.- EL Rise Program, and EL Roadmap, 2. B SYMS Administrators will engage in professional learning and communities of Practice to support instructional leadership and strong implementation of evidence-based instructional practices. 1. -Administrators participation in EL Roadmap and EL Rise Training

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 2.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Interventions 3. A SYMS Administration will support the implementation of Intervention programs to support the academic achievement of English Language Learners. 1.- Intervention programs for English Language Development of English Learners, Long Term English Learners, and students at risk of becoming LTELS, during Lunch, Before/After School Program, and Saturday School 2.-SYMS Administration will support the implementation of EL intervention Programs by providing resources for its implementation: Software and hardware, instructional materials, classroom libraries, and Professional Development,

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$18,000	Title I Regular

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

In order to develop a better understanding of the schools, each of the school departments provided feedback as to the 2021-22 SPSA plan and implementation. ELA/ ELD Dept: This year teachers took the initiative to monitor the reclassification process. We were given the opportunity to have students retake the AR reading test and we were also able to put a hold on the ELPAC test for certain students who could pass the Unit 3 benchmark. Math Dept: We used concept anchor charts, word walls, vocabulary with pictures, graphic organizers, and IXL translated skills. Science Dept: Teach vocabulary with pictures and/or gestures. Also, working word wall, cloze reading, choral reading, repeating after me, "I do, we do, you do", sentence stems, cognates, and other research-based strategies to improve outcomes for English Learners (ELs). Social Studies Dept: Various language strategies are implemented on a daily basis to support EL's such as in reading and writing as well as auditory and verbal activities. Special Education Dept: The implementation of accommodations and modifications to assigned tasks as well as the use of computer base intervention programs. Physical Educ. Dept: Model expectations, partner ELL students with English speakers.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

ELA/ELD Dept: We need to find an ELD program that is appropriate and effective for our ELD classes. Continue ELD support for students through ELA/ELD Resource Teacher. Math Dept: Budget for color printer/poster machine or access to laminating services. Science Dept: Continued professional development regarding best practices for ELs especially in relation to specific subject content matter. Social Studies Dept: There are no significant differences. Special Educ. Dept: Request to continue with support for computer-based programs. Physical Educ. Dept: Continued professional development regarding best practices and paid training for CAPHERD events for PE department.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

ELA/ ELD Dept: 1)Begin reclassification monitoring at the beginning of the school year. 2) Full-time ELD support teacher. Math Dept: Provide support through ELD Support Teacher for Vocabulary reinforcement. Social Studies: We would like to focus on student oral and auditory development. Special Education Dept: We would like the school to purchase the necessary permits to install shading in the PE area, and request permits for AC units and lockers.

LCAP Goal

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

Goal 3.1

San Ysidro Middle School will promote a positive school environment where students feel safe to build relationships and develop a connection to the school community.

Identified Need

San Ysidro Middle School students are having trouble understanding how to build positive and healthy relationships.

San Ysidro Middle School students returned to in-person instruction for the academic year 2021-22 after a year and three months of virtual instruction. The effects of Virtual Learning in conjunction with COVID -19 impact in the San Ysidro Community has created a wide need for Social Emotional Services.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
School Facilities	2020-21 Fit Report "Good or Better Rating	Maintain or improve 2021-22 Fit Report as per 2023-23 Fit Report.
2021-22 SYMS Attendance Data	2021-22 Attendance Data SYMS 89.9% (5-19-2022) % CALPADS 14.1 Student Chronic Absenteeism (5/17/21) San Ysidro Middle: 29%	We will increase our attendance rate by 5%
Suspension and Expulsion Rates	2021-22 Data Quest Suspension Rate: 11.5% Expulsion Rate: 0%	We will decrease our suspension rate by 5%
CHKS	CHKS 2020-21 Monthly Absences (3+) Facilities Upkeep School Safety School safe or very safeExperienced Harassment/Bullying Rumors or lies spread about you Seen a weapon on campus Substance Abuse Current alcohol or drug use Current vaping	We will decrease the number of students absences 3+ by 2% Facilities Upkeep- Williams Fit Report Good or Excellent Reduce the number of incident reports in sub-headings by 5%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.1 Student Attendance There is a correlation between student attendance and academic achievement. SYMS will emphasize the importance of attendance, monitor attendance, and provide support for students with poor attendance. A. Attendance Incentives - SYMS students will be recognized and rewarded for their attendance at school in the following ways: 1. Recognition at award ceremonies held at progress reporting times and the end of the year. 2. Included as participants at ASB-sponsored reward activities such as ice cream socials, pizza parties, etc. 3. Receive school incentives and rewards such as first in line passes, free dress coupons, and ASB snack store coupons. B. Attendance Monitoring and Intervention - SYMS student attendance will be monitored regularly by site administration and the Outreach Consultant. The following interventions will be provided for students with poor attendance: 1. SYSD Attendance Truancy Procedures including School Attendance Review Team (SART) and School Attendance Review Board (SARB) 2. Saturday Academy attendance recovery (see goal 1.2.A.1)C.- San Ysidro Middle School will join the San Diego County Improving Chronic Absence Network (ICAN). The ICAN Network aims to address the the enormous challenge of improving chronic school absences by helping schools implement small, targeted changes that are proven to get results. 1.- During the academic year 2022-23 an ICAN Team will be formed to participate in ICAN by weekly team meetings, ICAN Webinars, Learning Sessions (3), and a final convening

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$4,000	Title I Regular

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.2 Student Accountability Expectations for students regarding school rules, policies, and procedures will be communicated and enforced in a consistent manner. A. Communication of Expectations - All students must know the school expectations so that a positive, safe school climate can exist. Students can succeed in an appropriate learning environment when expectations are understood and accountability for meeting these expectations is consistent. Communication of expectations will be a focus at the beginning of the school year and will continue throughout the school year. The following are means and methods of communication of student expectations: B. Discipline Referral Process - The discipline referral process will be re-designed to be consistent school-wide. The referral process will be communicated to staff in the staff handbook and discussed during pre-service days at the beginning of the school year. The referral process will be communicated to students using all the means and methods listed above. 1. Discipline Flow Chart 2. Tier 2 Discipline Referal to the office C. A referral procedure will be implemented to address students arriving late to classes during the school day.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.3 Student Engagement Students need to feel connected to the school culture. This connection occurs when students are able to be academically successful, have meaningful relationships with peers and adults, and have opportunities to participate in school programs. The following programs, activities, and/or initiatives give students opportunities to feel connected at school: A. Associated Student Body: This student organization is focused on creating school involvement with activities or programs such as spirit weeks, lunchtime activities, school dances, student performance incentives, red ribbon, and anti-bullying weeks, school spirit shirts,etc. The ASB raises funds through sales at the student store and fundraising. B. Student Clubs: SYMS Administration will encourage the formation of Clubs to provide opportunities for our students to address their social-emotional needs, develop their English and Math skills and become connected to the school. This will allow for better attendance and academic engagement. These clubs will be facilitated by SYMS teachers and staff. (budgeted for 3 teachers) C. PBIS: This student, teacher, and staff organization is focused on creating a positive school culture and encourages students to be safe, respectful, and responsible. A strong focus on student and staff recognitions will be implemented this year. PBIS will have bi-weekly drawings of students, monthly drawings of employees, and monthly grade level celebrations of points earned. the PBIS team will develop a calendar of attendance and academic students recognitions. This work will be done by members of the PBIS team. The PBIS team will meet on a monthly basis with three release days for planning.(budget for 10 sessions and 3 release days per year) D. Restorative Practices: These practices help our teachers and students build relationships and support a culture of learning and acceptance.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$9,000	Title I Regular
$9,750	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.4 After-School Programs and Partnerships (YMCA and Promise Neighborhood) A. SYMS students can participate in the before and after-school program provided by YMCA LEAP daily comprehensive middle school program consisting of 5 spotlights that include ELA, Math, STEM, Youth Development, and Arts & Enrichment. YMCA's standards-based curriculum intentionally aligns, engages, and reinforces learning concepts taught during the core day instruction which in turn, positively impacts student achievement. Students receive a healthy snack before participating in a rotation of structured activities. Students can also receive homework assistance in small groups or individually. B. SYMS is part of the Promise Neighborhood Grant which provides a wide variety of services to support the academic, and social well-being of our students. Some of the services provided by the Promise Neighborhood Grant will be: a.- Academic Advisors: The academic advisors will identify a cohort of students per grade level and serve as academic mentors. The mentors will provide workshop sessions on goals formation and academic planning as well as provide academic tutoring. b.- Casa Familiar Promotora: The promotora will work with the administration to engage parents to participate in SSC, ELAC, Coffee with the Principal, and school-related activities and services. The promotora will also serve as a liaison between the school and

community services. c.- Attendance Specialist: The attendance specialist will work with the Outreach Consultant to address students' school attendance.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.5

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.5 Athletics Participation in a sports program is one of the best ways to keep students involved and interested in school. SYMS students are able to participate in competitive team sports through a partnership with Sweetwater Union High School District. San Ysidro Middle School Athletic Teams will compete against other teams from local middle schools.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.6

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.6 Campus Security SYMS Campus will have a full time campus security supervisor who will provide student supervision throughout the school day. Campus Security will supervise common areas during lunch and passing period, as well as provide supervision of students just outside of campus before and after school. The presence of this supervision gives students and staff confidence that the campus is safe and secure. The Campus Security is trained in compliance with SB 1626.

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.7

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.7 Lunch/After School Discipline Intervention and Restorative Practices Lunch/After School intervention is held daily. Students are assigned to lunch intervention/ after- school interventions as a consequence of not following school rules, policies, or procedures. During the intervention, students will be supervised and taught by a credentialed teacher. The teacher will provide lessons on communication, behavior modification, use of time, and/or working well with others. Common reasons for assignment to Lunch Intervention include:(see Goal 5 for budget Discipline Referral Defiance in school common areas

Proposed Expenditures for this Strategy/Activity
List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal

identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.8

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

2.8 Anti-bullying focus Students should feel safe and comfortable attending school every day. A school-wide Bullying Prevention Program demonstrates a commitment to preventing bullying. The goals for the SYMS Bullying Prevention Program are: To reduce existing bullying problems among students To prevent the development of new bullying problems To achieve better peer relations at school A. Bully Reporting 1. SYMS will have boxes throughout campus for students to anonymously report bullying to SYMS staff. B. Student Bullying Reflection Activities 2. Lunchtime activities will allow students to reflect on the theme "Don't Bully Me Because...." C. Student Motivation and Bullying Prevention Assembly 3. A media presentation across three large media screens sends a message to students in a format that is engaging for them in the digital age. The student message is centered on the theme of You Can as a spook on You Tube. "You Can do more harm to yourself and others more quickly than ever before, OR You Can use the same things to help and heal." These topics are covered in the presentation: -Using the Internet and Social Media in Positive Ways -Overcoming Obstacles to Happiness -Drunk Driving Revealing Character -Responding to Bullying D. PBIS Team to meet several times throughout the year to continue looking at Data and implementing positive behaviors.Emergency Plan and Safe School 3a) San Ysidro Middle School administration will create an Emergency Plan Committee to develop and implement SYMS School Emergency Plan to support a safe learning environment.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 3.1.9

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Implementation of activities and policies to promote safe and drug free environment 4a) Distribute SYMS School rules and procedures packet to all students at beginning of school year. The packet outlines academic, social and behavior expectations and guidelines as well as services provided to students and parents. This is followed by students assemblies describing SYMS School rules and procedures. 4b) Implementation of Spirit Week and Say No to Drugs. 4c) Implementation of Positive Behavior Intervention and Support Program : PBIS. (eg. Anti- Bullying presentations to students). 4d) Recognition of students academic, social and attendance achievements (Student of the month, end of year students achievement recognition assemblies, etc.). 4e) Implementation of SST, IEP's SART, SARB and BART meetings. 4f) SYMS School will implement Student Leadership Groups in order to support and promote school pride, increase students attendance and academic achievement. 4g) Professional Development for all staff and implementation of Restorative Justice program at SYMS

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

ELA/ELD Dept:EFFECTIVENESS: 1. PBIS 2. School events such as school dances and assemblies 3. Circle of friends club 4. icebreakers at the beginning of the school year INEFFECTIVENESS: 1. Although we appreciate students being rewarded for passing benchmarks, we would like to request that celebrations be shortly

after the benchmark as opposed to weeks/months later. 2. the need for 2 school counselors (1 more academic, 1 for social-emotional) Math Dept: Team implements welcoming routines learned from Care Network to foster positive learning environments. Science Dept: Campus-wide and individual teacher positive behavioral interventions and supports to reinforce a positive school environment. Soc. Stud. Dept: Utilized the PBIS reward system (Viking Bucks) and mentorship program. Spec. Educ. Dept: PBIS, Restorative circles, daily check-ins, celebrating each other, group Physical Educ. Dept: In order to have a positive school environment we need the district and admin to enforce the student/parent information guide. Electives Dept: ASB threw various events that encouraged community building among students including spirit weeks and school dances.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

ELA/ELD Dept: Budgeting does not allow or support the hiring of 2 counselors, therefore not meeting the needs of our student population. Math Dept: The intended goal and budget were adequate. We were able to meet and collaborate after school to plan for these activities and implement grading structure activities. Science Dept: Additional staffing is necessary to truly achieve a safe and positive campus environment. For example, outreach consultants, counselors, and campus security. Soc. Stud. Dept: There are no significant differences. Spec. Educ. Dept: Advisory was removed which took away time to teach and practice SEL. (Second Step, Interventions) Not enough mental health service providers. Not enough teachers are willing to participate. Physical Educ. Dept: In order to meet the articulated goal we need additional staff. We do not have an outreach consultant, counselor or camera security system.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

ELA/ELD Dept: No changes anticipated. Math Dept: More activities that promote fun and learning with concepts with a budget to do these activities. It will help change the student's math phobia. Science Dept: No major changes to the goal are needed at this time. Soc. Stud. Dept: We will like to continue this goal for the following year. Spec. Educ. Dept: Team will designate time during classes once or twice a week to focus on SEL and school culture. Physical Educ. Dept: More high-value incentives for students that achieve goals. "Fun" field trips as rewards for students that suit up every day and participate. I have not seen any fun high-value activities this year.

LCAP Goal

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

Goal 4.1

San Ysidro Middle School Administration and Staff will provide the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

Identified Need

San Ysidro Middle School students returned to in-person instruction for the academic year 2021-22 after a year and three months of virtual instruction. The effects of Virtual Learning in conjunction with COVID -19 impact in the San Ysidro Community has created a wide need for Social Emotional Services.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
California Healthy Kids Survey	CHKS Survey 2020-21 School Engagement & Supports (7th grade 54% and 8th grade 50%) School Connectedness (7th grade 60% and 8th grade 59%) Caring Adult Relationship (7th grade 57% and 8th grade 58%)	Improve School Engagement & Support at a minimum of 5% as per CHKS Survey 2022-23. Improve School Connectedness at a minimum of 5% as per CHKS Survey 2022-23. Improve Caring Adults in School at a minimum of 5% as per CHKS Survey 2022-23.
Universal Screener	Universal Screener	SYMS Administration, Teachers and SYSD Educational Services will work in collaboration to develop and implement a universal screener.
Social Emotional Learning	Second Step Implementation in 100% of classrooms	Increase the participation of teachers in the implementation of SEL curriculum.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

1.-Mental Health Supports A.- Employ additional social workers and or Counselor on a temporary contract to support the implementation of the multitiered system of support for mental health through building capacity for Tier I Interventions and engaging students who need additional supports in small groups and /or 1 on 1 services to support all students including unduplicated students with social-emotional well-being needs. B.- Wrap-Around Services. Full Community Services Coordinator will continue to work with the Outreach Consultant to take a trauma-informed approach when supporting families/ students with engagement and attendance issues to support the development of improved school connectedness and social-emotional supports for all students including unduplicated students. Tiered Support System for SE Wellbeing. Implement a multitiered system of support to ensure that all students, including unduplicated students, have the support that they need to ensure social- emotional well-being and resiliency. SYMS Systems of Support 1.- Continue with the implementation of the following services and programs: SST's, IEP's, 504's, Behavior Interventions, SARB's, SART, Staff Referrals to Counselors, School psychologists, ERMHS Services, Speech Services, and Outreach Consultants. 2.- Implementation of Mentor Program to provide avenues of communication and support for students identified with social-emotional needs. 3.- Continue with the implementation of referrals to Mental Health Services (SY Health-YES, SBCS, Casa Familiar, Other Agencies). 4.- Services for Mental Health Services provide on-site through collaborations and partnerships with SY Health, SBCS, Casa Familiar, and Other Agencies.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$90,000	ESSA CSI

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

2.- Staff Professional Development to Support the Social Emotional Learning and Services for all students, including unduplicated students. A. Provide trauma-informed professional learning for all staff to ensure a deeper understanding of student/community needs to help build resiliency in our students by refining the lens of support to ensure the development of improved school connectedness and social-emotional development for all students, including unduplicated students. B.- Continue to engage classified and certificated staff in ongoing professional learning on restorative practices to ensure the development of improved school connectedness and social- emotional development for all students including unduplicated students. C.- Provide Professional Development for all staff on programs that support the development of Students Social-Emotional Skills such as, Strenght Finders, Second Steps SEL Curriculum, and PBIS.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.- Family Advocacy and Support Outreach Consultants (OC's): The OC's will work in the SYMS counseling center to assist all families in establishing environments that support their children's academic, emotional and social well-being. The OC's will also assist administration with attendance monitoring, SART/SARB process, SST, Saturday School, and student incentives. The OC will also seek out and inform families of community resources. The OC's will identify at-risk students and meet with these students and families regularly to provide support. School Counselors: The school counselors will meet with students and parents to provide support for academic and emotional needs. The counselors will identify and meet regularly with students who are struggling academically and will monitor credits earned toward promotion. The counselors will inform families in both formal and informal settings of the middle school promotion requirements, A-G requirements for high school and college, and how to prepare for their futures. The counselors will also address emotional concerns, peer relationship issues, and other student-related issues and provide information, support, and resources for students and their families.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

4.- Resources for Social-Emotional Learning A.- Tier 1 Social-Emotional Curriculum. Purchase supplemental curriculum and renew digital access to Tier 1 Second Step & Zones of Regulation to ensure all students have access to these materials. Purchase professional learning sessions and engage social workers in coaching teachers to implement the curriculum to support capacity building for Tier 1 supports to ensure they are in place for unduplicated students. B.- Purchase and implement a universal screener to monitor student needs, and increase response time for students who need various levels of tiered support for mental health issues to ensure that all students including unduplicated students have interventions that are appropriate to their individual needs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 4.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

5.- Interventions to support the student's development of social-emotional skills to build resilience and thrive in an equitable educational environment, and their community for all students, including unduplicated students A.- Continue with Implementation of Positive Behavior Interventions Systems (PBIS) including ongoing professional development, support with SWIS for monitoring & quarterly district meetings to monitor implementation, supports and next steps that are needed to ensure the development of improved school connectedness and social development for all students including unduplicated students. (see goal 2.3.C) B.- Implementation of Inclusion Club during 7th and 8th grade Lunch Period. One teacher per grade will serve as the advisor of the Inclusion Club. The purpose of the club is to increase school connectedness and social development for all students including unduplicated students, as well as, to offer students avenues of communication and information. 1.- Resources to support the implementation of Inclusion Club: One teacher advisor for each grade level, professional development for advisors, Resources for club activities (eg. materials, instructional supplies, presenters, workshops, field trips), C- Promise Neighborhood Academic Advisors D.- YMCA Before/After School Program E. Provide opportunities for students to become involved in Lunch Time Sports and/ or After School Sports (Pathways Program). F.- Lunchtime Intervention: Restorative practices approach to address students behavioral issues: Restorative Circles, Conflict Mediation, Workshop on drug preventions, anti-Vaping projects. 1.- Resources to implement Lunchtime Restorative Interventions (One teacher per grade level to work during lunch period, Instructional Resources, supplies). G.- Additional time for Counselor and School Psychologist to provide support services to students

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$14,000	Title I Regular

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

ELA/ELD Dept: Need a structured and consistent intervention approach for students who need Social-Emotional Support.l Math Dept: Care Network activities and routines to help build relationships with students. Science Dept: SEL best practices should be embedded continuously throughout instruction. We need a guide on how to do this so all students get these resources. Soc. Stud. Dept: Implementation of PBIS strategies. Special Educ. Dept: Mentoring program, SEL lesson, 1 on 1 check-in, activities that promote individuality, growth mindset activities, welcome routines Physical Educ. Dept: Second step program. Students cooperate in team-building activities to build resilience and feel included. Students build positive self-esteem in a healthy environment.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

ELA/ELD Dept: The budget does not meet the needs of the school population. Math Dept: We want planning time to create activities to be shared with other departments. Science Dept: Additional staffing or support services are necessary to ensure SYMS students gain the necessary SEL skills. Examples, are Promise Neighborhoods, YES Program, and South Bay Community Services. Soc. Stu Dept: There are no significant differences. Special Educ. Dept: Purchase SEL/ Talking Points/ Growth mindset games, cards, activities, and programs) Physical Educ. Dept: We want planning time to create activities to be shared amongst departments to implement social-emotional activity skills.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

ELA/ELD Dept: Multi-tiered intervention system. Math Dept: Trained professionals brought in. Science Dept: No major changes to the goal are needed at this time. Soc. Stud. Dept: Provide opportunities for student involvement in the community. Special Educ. Dept: Will utilize and implement programs purchased. Physical Educ. Dept: Attend training targeted for PE to help with social-emotional skills.

LCAP Goal

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

Goal 5.1

Create collaborative partnerships with families to promote meaningful involvement in the learning and development of their children.

Identified Need

We need to increase parent involvement. The identified need is for more means of communication from school to home.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Number of parents who attended Parent Meetings: ELAC, SSC, Coffee with the Principal, Parent Conferences	In 2021-22 parent participation was minimal due to Virtual Setting and COVID-19 Restrictions- A total of 16 parents graduated from PIQE and parent participation at Coffee with Principal and ELAC range from 3 to 10 parents on average.	We will increase our parent attendance rate by 5 percent from previous year.
Attendance to Parent Workshops: eg. PIQE, Dr. Villarreal Mano a Mano	In 2019-20: SYMS offered PIQE workshop to parents.-Social Emotional Curriculum.	SYMS will promote participation at parent workshops and increase participation by 5%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.1 Parent Communication Communication with parents through a variety of resources will be deliberate and focused during the 2022-2023 school year. A. Synergy Parent Portal: The SIS system includes an online component for parents to receive email communications from the school and/or teachers. Parents can also log in to the system to view the teacher grade book to check for student completion of work and assessment scores. Additionally, parents can use the system to contact and communicate with teachers. B. School Website: SYMS website will be redesigned to be more aesthetically pleasing and user- friendly for parents. The site will include all Important information about the school, staff contact information, calendars, links to resources, and more. C. Blackboard Messenger: This program allows the school to create phone and text messages to communicate important announcements from the school, particularly in the case of emergencies. D. Parent Involvement Newsletter/Flyer: This publication will be printed as well as hosted on all other programs and will showcase ongoing opportunities for family involvement, current school on- goings, and educational information regarding effectively supporting students in school. E. Social Media: The school will create and host school accounts Home Web Page, Facebook, and Twitter to showcase SYMS and delineate important information for the school. A teacher or staff member will post and update information on a weekly basis

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.2 Parent Advisory Committees Parents will have opportunities to advise and provide input on school programs aimed at improving academic performance, supporting English learners, promoting parent involvement, and creating an appropriate learning environment to engage students. A. School Site Council (SSC): The SSC meets monthly to address a publically published agenda. The council consists of parents, staff, and students who are elected by their respective peers. SSC meetings are led by the Site Principal with clerical assistance from the Site Secretary. Primary responsibilities of the council include creating and revising the Single Plan for Student Achievement and submitting it for adoption by the San Ysidro School District Governing Board. The SSC also approves the site safety plan. B. English Learners Advisory Committee (ELAC): This committee meets monthly to discuss programs, activities, and initiatives to increase the performance of English Language Learners. The committee is composed of any interested parents and school stakeholders and is led by a committee presidency which is elected

by the committee membership at large. The ELAC President or designee works with the site administration or designee to create an agenda which the president uses to lead ELAC meetings. C. School Site Safety Committee: This committee meets according to a committee-created calendar to create, evaluate, and revise the school safety plan. The committee consists of appropriate school personnel including site administration, campus security, health clerk, counseling staff, teachers, parents, students, and district representatives. The safety committee submits the safety plan to the SSC for approval and adoption by the Governing Board. D. District English Learners Advisory Committee (DELAC): DELAC is the district-level committee to address programs, activities, and initiatives to increase the performance of English Language Learners at all school sites in the district. The committee consists of one elected parent member from each school site, but all interested parents and all stakeholders are welcome to attend. This advisory committee has a member elected presidency that creates the agenda with district personnel and leads the monthly committee meetings. E. District Parent Advisory Committee This committee calendars meetings to advise the district regarding programs, activities, and initiatives for students. The committee consists of one elected parent member from each school site, but all interested parents and stakeholders are welcome to attend. This advisory committee has a member elected presidency that creates the agenda with district personnel and leads the monthly committee meetings . F. Other District committees/meetings Additionally, there are a number of other opportunities throughout the school year for parents and other stakeholders to provide input on district programs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.3 Parent Workshops A series of workshops that range from four to nine weeks will be offered to parents of the SYMS. The training include but are not limited to Cyber-safety, progressive discipline, navigating high school and post-secondary education, and much more PIQE - Parent Institute for Quality Education, Dr. Villareal Mano a Mano Workshops CABE Other

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
$1,640	Title I Parent Involvement

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

3.4 Parent Involvement (School-wide Activities) A. SYMS will host a number of events or activities aimed at providing opportunities for students and their families to be at the school together. These include: A. Summer New Student Orientation (August) B. Summer School Information/Expectation Meeting (August) C. Fall Open House (August-September) E. Fall Parent Conferences (November) F. Winter Science Fair/STEAM Showcase (February) G. Spring Parent Conferences (March) H. Spring Career Fair and Open House (May) B. Informational meetings such as Coffee with the Principal will be held throughout the 2022-2023 school year. These meetings will be publicized and placed on the school calendar. Refreshments will be served.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

3.5 Parent Volunteer Group and Parent Center During the 2021-22 school year parent participation was limited due to COVID-19 restrictions. In 2022-2023, parents will be invited to help create a SYMS Parent Volunteer Group to participate in the organization and execution of the events described in the previous action steps of this plan. A specific room will be designated for the group to be able to meet and plan to support events. The room will also serve as a place for the site committees to conduct meetings and/or other business.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 5.1.6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

3.6 Parent Surveys and Feedback Parents will be surveyed (using Google Survey) at Fall/Spring Open House and Fall/Spring Parent Conferences. The surveys will include questions regarding opportunities for involvement, communication between site and home, desired education topics, use of current supports, and need for and type of supports desired for families. Each of the parent workshops will also include feedback or evaluation forms to gather information about the effectiveness of the workshop, proposed changes, and/or future workshop topics.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
In Place of the Add Fund Source	[Add source(s) here]

Annual Review

SPSA Year Reviewed: 2021-2022 Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

Analysis

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

ELA/ELD Dept: 1)Continue doing Coffee with the Principal 2) Communicate with parents thru phone calls and emails. 3) Parent-teacher conferences 4) Back to Schools and Open House. Math Dept: All teachers utilize TeacherEase to help communicate student progress with students and parents. Science Dept: Talkingpts.org, Teacherease email blasts, Synergy email blasts, Google Classroom, and the Remind app. Also, we give out periodic progress reports (for families to see & sign as needed) as well as communicate with calls home (e.g. positive phone calls with parents after student successes). Soc. Stud. Dept: Communication via Teacherease, google classroom, and email is continuous throughout the school year. Special Educ. Dept: Texting, emailing, and calling parents on consistent bases. Physical Educ. Dept: Working with a school site outreach consultant and a full-time grade counselor to implement parent engagement. Electives Dept: ASB posts events to SYMS Instagram to share updates with parents.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

ELA/ELD Dept: Budgeting does not affect the implementation. Math Dept: We want to continue using TeacherEase and would like translators available to help teachers communicate with parents. Science Dept: All of these programs are free, but we do need a translator at times. Increased availability of translation/ interpretation services. Soc. Stud. Dept: No significant differences. Special Educ. Dept: Parent activities on campus with their students. Physical Educ. Dept: We would like to implement a scanning mile run program to help students and teachers keep better track of their cardiovascular progress.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

ELA/ELD Dept: no changes anticipated. Math Dept: We would also like available a person to help translate math work so we can provide students with stacked translations. Science Dept: No major changes to the goal are needed at this time. Soc. Stud. Dept: We would like to continue communicating with parents/guardians throughout the school year. Special Educ. Dept: Team will create class newsletters (student created) to send home. After school presentation once a quarter students and family are invited. Physical Educ. Dept: Weekly newsletter per subject area, open communication with parents, hold student and parent accountable.

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	$504,958.83
Total Federal Funds Provided to the School from the LEA for CSI	$305,673.00
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	$503,624.83

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation ($)
Title I Regular	$197,671.00
Title I Parent Involvement	$1,614.00
ESSA CSI	$305,673.83

Subtotal of additional federal funds included for this school: $504,958.83

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation ($)
There are no state or local funds indicated in this plan.	

Subtotal of state or local funds included for this school: [Enter state or local funds subtotal here]

Total of federal, state, and/or local funds for this school: $504,958.83

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Pupil Services
Russell Little., Assistant Supt. Ed.
Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIELD TRIPS TO PETCO PARK

BACKGROUND INFORMATION:

The San Diego Padres and Tickets for Kids have selected San Ysidro School District to partner with Major League Baseball's "Commissioners Community Initiative" and MLB Players Association "Players Give Back" to attend baseball games at Petco Park free of charge. Tickets have been donated to students that fall under the Padres focus of LIVE (children's health), LEARN (education) PLAY (recreation), and SERVE (Military and first responders). Students will be chaperoned by the Coordinator of Pupil Services, school staff, and parents.

The Coordinator of Pupil Services is requesting approval students and chaperones to participate in these field trips to Petco Park on the following dates:

- May 3, 2023 – 60 tickets for students & chaperones
- May 17, 2023 – 60 tickets for students & chaperones

RECOMMENDATION:

Approve the field trips to Petco Park for students and chaperones to attend two Padres Baseball games at the total cost of $880.00 for transportation services from the General 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. Action 3.8: Provide enrichment opportunities & programs for students to improve their academic environment, including extended school year.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$880.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

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

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

- ACSA 2023 Lead with Pride Summit
- Capitol Advisors May Revision Perspectives Workshop
- Dreamhack San Diego
- Employee Complaints and Investigations
- Identifying, Monitoring, and Evaluating Evidence-Based Interventions
- San Diego Dual Language Conference
- School Nutrition Association Conference- Training for management level topics
- School Psychologist Academy
- School Site Council 101
- SDCOE Health Education Grant Work Day
- Title I Program and Fiscal Spending Rules: Putting Learning into Practice

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	
$36,175.00	General, KIT, CSI and Title I PD
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – April 13, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Irene Herrera-Cevallos, Alma English, Oscar Madera, Erika Meza, Gina Potter, Rick Quintana Maria Rodriguez, Mairen Ruiz, Denise Villezcas, Vikki Viramontes,	ACSA 2023 Lead with Pride Summit	San Diego	May 3-5, 2023	$7,500.00 (Registration & meal reimbursement)	General Fund
Irene Lopez (Board), Dr. Gina Potter, Marilyn Adrianzen, Amber Elliott, Others (TBD)	Capitol Advisors May Revision Perspectives Workshop	SDCOE	May 22, 2023	$0	N/A
Mayura Vongsavath, Michelle Patterson	Dreamhack San Diego	San Diego	April 7, 2023	$500.00 (Sub. Teacher Compensation)	CSI Fund
Linda Olea	Employee Complaints and Investigations	Online	April 18, 2023	$315.00	General Fund
Luis Ramos, Adriana Aguilar	Identifying, Monitoring, and Evaluating Evidence-Based Interventions	Online	May 18, 2023	$100.00	Title I PD Fund
Russell Little, Adriana Aguilar, Sandra Guzman, Cynthia Mosqueda, Up to 15 Teachers (TBD)	San Diego Dual Language Conference	San Diego	April 26-29, 2023	$22,500.00	Title I PD Fund
Sadeer Sahib, Ana Bush -Revised-	School Nutrition Association Conference-Training for	Denver, CO	July 8-11, 2023	$5,000.00	KIT Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
	Management Level Topics				
Kristine Hernandez, Jessica Rivera Piceno	School Psychologist Academy	Online	April 19, 2023	$0	N/A
Cynthia Gonzalez, Luis Ramos, Matthew Bandy Adriana Aguilar	School Site Council 101	Online	June 16, 2023	$160.00	Title I PD Fund
Elva De Baca	SDCOE Health Education Grant Work Day	SDCOE	May 2, 2023	$0	N/A
Luis Ramos, Adriana Aguilar	Title I Program and Fiscal Spending Rules: Putting Learning into Practice	Online	June 5, 2023	$100.00	Title I PD Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 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 #9 (March 1, 2023 through March 31, 2023): ▪ General Fund: 0000009673-0000009701, 0000009703, 0000009705-0000009716, 0000009719-0000009739, 0000009741-0000009757, 0000009759-0000009768, 0000009770-0000009771 ▪ Child Development Fund ▪ 0000009704, 0000009717-0000009718 ▪ Child Nutrition Fund: 0000009729, 0000009740, 0000009758 ▪ Building Measure U Fund: 0000009769.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period March 1, 2023 through March 31, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$756,858.48	As listed above
(Amount)	(Name of funding source and/or location)

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

PURCHASING REPORT (03/01/23 - 03/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/1/2023	0000009673	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	$ 1,043.02
3/1/2023	0000009674	0000000653	CSEA	REGISTRATION FEES	0100	0000000	5200003	061	$ 1,194.00
3/2/2023	0000009675	0000000901	EMMA LANDCARE, INC	CONTRACTED SERVICE	0100	8150000	5600005	070	$ 17,240.00
3/2/2023	0000009676	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3010000	4300333	022	$ 884.62
3/2/2023	0000009677	000809	OFFICE DEPOT	OFFICE MATERIALS	0100	0000000	4300001	016	$ 548.55
3/2/2023	0000009678	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	$ 190.75
3/2/2023	0000009679	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	8150000	4300011	070	$ 107.75
3/2/2023	0000009680	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	$ 265.80
3/2/2023	0000009681	003313	BEST BUY	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	$ 3,291.56
3/2/2023	0000009682	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	025	$ 2,251.42
3/2/2023	0000009683	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	3213000	5800006	061	$ 27,440.38
3/2/2023	0000009684	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010003	5200003	061	$ 30.00
3/3/2023	0000009685	0000000353	806 TECHNOLOGIES, INC.	PROFESSIONAL SERVICES	0100	3010003	5200003	061	$ 3,100.00
3/3/2023	0000009686	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	$ 501.28
3/3/2023	0000009687	0000000716	POWERSCHOOL GROUP LLC	SOFTWARE	0100	0000000	5800006	071	$ 1,157.52
3/3/2023	0000009688	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0000000	5800010	071	$ 7,891.00
3/3/2023	0000009689	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	$ 1,859.01
3/3/2023	0000009690	0000000946	NORMA TORRES-PONCE	CONTRACTED SERVICES	0100	3010004	5800010	025	$ 250.00
3/3/2023	0000009690	0000000946	NORMA TORRES-PONCE	CONTRACTED SERVICES	0100	3010004	5800010	024	$ 250.00
3/3/2023	0000009691	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	$ 8,335.20
3/3/2023	0000009691	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	$ 3,020.00
3/3/2023	0000009692	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	$ 1,142.47
3/6/2023	0000009693	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010003	5200003	061	$ 100.00
3/6/2023	0000009694	0000000955	UNITY SCHOOL BUS PARTS, INC.	TRANSPORTATION MATERIALS	0100	0982000	4300060	074	$ 954.23
3/6/2023	0000009695	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 503.10
3/6/2023	0000009696	0000000772	ACADEMIC SUPPLIER	OFFICE EQUIPMENT	0100	0000000	4300001	025	$ 378.20
3/6/2023	0000009697	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	$ 651.77
3/6/2023	0000009698	001612	PRESIDENT'S EDUCATION AWARDS	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	$ 312.36
3/6/2023	0000009699	0000000699	EL POLLO GRILL INC	CONTRACTED SERVICES	0100	0300020	4300015	020	$ 1,067.14
3/6/2023	0000009700	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	022	$ 125.93
3/6/2023	0000009701	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 2,845.22
3/6/2023	0000009703	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	$ 8,619.56
3/6/2023	0000009705	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 2,412.32
3/6/2023	0000009706	0000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	$ 2,723.70
3/6/2023	0000009707	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	$ 1,547.17
3/7/2023	0000009708	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 250.58
3/7/2023	0000009709	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 972.29
3/7/2023	0000009710	0000000845	MYBINDING LLC	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 995.39
3/7/2023	0000009711	0000000956	CHATFIELD CLARKE, LLC	MAINTENANCE SUPPLIES	0100	9010070	6200001	080	$ 8,228.96
3/7/2023	0000009712	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	0100	2600000	4400000	061	$ 749.41
3/7/2023	0000009713	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	$ 548.89

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/7/2023	0000009714	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	$ 339.22
3/7/2023	0000009715	004701	TUCOR INC	CONTRACTED SERVICES	0100	0000000	5600005	069	$ 580.00
3/7/2023	0000009716	0000000203	KEENAN & ASSOCIATES	PROFESSIONAL SERVICES	0100	0980000	5800010	010	$ 7,220.00
3/7/2023	0000009719	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	$ 354.50
3/7/2023	0000009720	001161	HOME DEPOT	OFFICE EQUIPMENT	0100	0000000	4300011	020	$ 78.65
3/7/2023	0000009721	0000000957	SAINT MARY'S COLLEGE OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	061	$ 150.00
3/7/2023	0000009722	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300011	062	$ 155.51
3/7/2023	0000009723	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3010003	5200003	061	$ 747.00
3/7/2023	0000009724	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	012	$ 305.81
3/7/2023	0000009725	001161	HOME DEPOT	OFFICE MATERIALS	0100	0000000	4300011	061	$ 1,178.66
3/7/2023	0000009726	004678	AMAZON CAPITAL SERVICES	CONTRACTED SERVICES	0100	0000000	5300000	071	$ 192.87
3/7/2023	0000009727	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 2,424.63
3/7/2023	0000009728	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3010000	4300000	061	$ 194.60
3/8/2023	0000009730	004601	SIR SPEEDY PRINTING 02890	CONTRACTED SERVICES	0100	0000000	4300011	061	$ 238.16
3/8/2023	0000009731	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 826.77
3/9/2023	0000009732	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	$ 266.17
3/9/2023	0000009733	0000000033	ORANGE COUNTY DEPT. OF EDUCATION	PROFESSIONAL SERVICES	0100	0490000	5800010	054	$ 200.00
3/9/2023	0000009734	002355	I B TROPHIES & AWARDS	OFFICE MATERIALS	0100	0000000	4300000	020	$ 181.02
3/10/2023	0000009735	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 461.26
3/10/2023	0000009736	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300000	025	$ 1,811.16
3/13/2023	0000009737	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	018	$ 168.39
3/13/2023	0000009738	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	025	$ 2,154.57
3/13/2023	0000009739	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	$ 2,669.24
3/13/2023	0000009741	0000000850	THERAPYTRAVELERS	CONTRACTED SERVICES	0100	6500000	5800010	054	$ 57,600.00
3/13/2023	0000009742	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	$ 356.38
3/13/2023	0000009743	0000000954	THE BIRCH AGENCY INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	$ 62,400.00
3/14/2023	0000009744	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	8150000	4300011	070	$ 56.17
3/14/2023	0000009745	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	$ 1,291.73
3/14/2023	0000009746	000146	LAKESHORE	CONTRACTED SERVICES	0100	5640000	5800006	054	$ 8,250.00
3/14/2023	0000009747	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	$ 1,307.87
3/15/2023	0000009748	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000000	5800006	016	$ 8,100.00
3/15/2023	0000009749	001161	HOME DEPOT	MEDICAL EQUIPMENT	0100	0000000	4400000	024	$ 749.92
3/16/2023	0000009750	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	024	$ 2,753.31
3/16/2023	0000009751	0000000958	OPTIMUM FOODS LLC	CAFETERIA FOODS	0100	0000000	4300000	080	$ 18,260.59
3/16/2023	0000009752	0000000959	PUBERTY: THE WONDER YEARS	PROFESSIONAL SERVICES	0100	9010101	5800010	061	$ 4,000.00
3/16/2023	0000009753	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	$ 523.15
3/16/2023	0000009753	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	1100000	4300001	080	$ 2,253.05
3/16/2023	0000009754	0000000959	PUBERTY: THE WONDER YEARS	CONTRACTED SERVICES	0100	9010101	4300001	061	$ 341.85
3/16/2023	0000009754	0000000959	PUBERTY: THE WONDER YEARS	CONTRACTED SERVICES	0100	9010101	5800006	061	$ 21,099.40
3/17/2023	0000009755	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 1,735.15
3/17/2023	0000009756	0000000724	BorderLAN, Inc.	CONTRACTED SERVICES	0100	0000000	5800006	067	$ 25,410.00

PURCHASING REPORT (03/01/23 - 03/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/17/2023	0000009757	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	$ 1,107.86
3/17/2023	0000009759	0000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	0000000	5200003	061	$ 1,547.00
3/17/2023	0000009760	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300011	061	$ 58.08
3/17/2023	0000009761	0000000904	BUILDING RESOURCES	CONTRACTED SERVICES	0100	9010075	6200000	322	$ 48,530.00
3/17/2023	0000009762	002355	I B TROPHIES & AWARDS	OFFICE MATERIALS	0100	0000000	4300000	025	$ 211.19
3/21/2023	0000009763	0000000961	APCD	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 564.00
3/21/2023	0000009764	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,506.00
3/27/2023	0000009765	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 20.83
3/27/2023	0000009766	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5800010	062	$ 139.00
3/27/2023	0000009767	002308	PRO ED	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	$ 1,670.87
3/27/2023	0000009768	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	6500000	4300003	054	$ 307.13
3/27/2023	0000009770	004692	WHITAKER BROTHERS BUSINESS	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 129.87
3/27/2023	0000009771	0000000845	MYBINDING LLC	PUBLICATION SUPPLIES	0100	0000000	4300050	073	$ 69.35
							Total for 0100		$ 411,228.49
3/6/2023	0000009704	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	$ 824.29
3/7/2023	0000009717	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	1200	6105000	4300001	076	$ 56.55
3/7/2023	0000009718	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	$ 269.05
							Total for 1200		$ 1,149.89
3/7/2023	0000009729	0000000314	CHEF'S TOYS & STAR RESTUARANT	CAFETERIA EQUIPMENT	1300	7032000	4300026	085	$ 6,000.00
3/13/2023	0000009740	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	1300	5310000	5600005	085	$ 10,000.00
3/17/2023	0000009758	0000000284	NELSON ADAMS NACO CORPORATION	CONTRACTED SERVICES	1300	7032000	6200001	085	$ 88,480.10
							Total for 1300		$ 104,480.10
3/27/2023	0000009769	0000000963	PBK ARCHITECTS INC	CONTRACTED SERVICES	2133	9010309	6200003	312	$ 40,000.00
3/27/2023	0000009769	0000000963	PBK ARCHITECTS INC	CONTRACTED SERVICES	2133	9010309	6200003	316	$ 40,000.00
3/27/2023	0000009769	0000000963	PBK ARCHITECTS INC	CONTRACTED SERVICES	2133	9010313	6200003	320	$ 160,000.00
							Total for 2133		$ 240,000.00
							Grand Total		$ 756,858.48

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of March 1, 2023 through March 31, 2023 with checks #14-990059 through #14-000441 for a total expenditure of $1,410,575.76 from the following sources:

General Fund - $1,235,537.22
Child Nutrition Services- $158,040.81
Child Development Fund- $9,516.48
Building Fund Prop39-Measures U- $7,481.25

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of March 1, 2023 through March 31, 2023 for a total expenditure of $1,410,575.76. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

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 #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,410,575.76	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
3/1/23-3/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14990059	P.I.P.S.	3/2/2023	71426.33	0100	PROFESSIONAL SERVICES
14990060	KELLY SPICERS STORES	3/2/2023	1286.70	0100	PUBLICATION SUPPLIES
14990061	PROTECT CONNECT EDUCATE SOLUTIONS	3/2/2023	18666.00	0100	REGISTRATION FEES
14990062	FACTS EDUCATION SOLUTIONS LLC	3/2/2023	6000.00	0100	CONTRACTED SERVICES
14990063	ANIXTER INC.	3/2/2023	851.46	0100	MAINTENANCE SUPPLIES
14990064	WEX BANK	3/2/2023	4442.99	0100	VEHICLE GASOLINE
14990066	SMARTSIGN	3/2/2023	3555.75	0100	TECHNOLOGY SUPPLIES
14990067	ACADEMIC SUPPLIER	3/2/2023	378.20	0100	OFFICE SUPPLIES
14990068	THERAPYTRAVELERS	3/2/2023	5880.00	0100	PROFESSIONAL SERVICES
14990069	METEOR EDUCATION LLC	3/2/2023	13791.40	0100	INSTRUCTIONAL MATERIAL
14990070	WESTERN PSYCHOLOGICAL SERVICES	3/2/2023	1235.03	0100	INSTRUCTIONAL MATERIAL
14990071	THE INSTITUTE FOR EFFECTIVE	3/2/2023	14612.40	0100	PROFESSIONAL SERVICES
14990073	SAN DIEGO COUNTY	3/2/2023	12000.00	0100	REGISTRATION FEES
14990074	JOHNSON CONTROLS	3/2/2023	10979.89	0100	CONTRACTED SERVICES
14990075	MIRAMAR BOBCAT INC	3/2/2023	6955.95	0100	CONTRACTED SERVICES
14990076	FEDEX	3/2/2023	11.10	0100	CONTRACTED SERVICES
14990077	HD SUPPLY FACILITIES	3/2/2023	3185.54	0100	MAINTENANCE SUPPLIES
14990078	WALMART	3/2/2023	1053.24	0100	REFRESHMENTS
14990079	WESTERN GRAPHIX	3/2/2023	2107.59	0100	TRANSPORTATION MATERIAL
14990080	EDUPOINT EDUCATIONAL SYSTEMS	3/2/2023	28150.10	0100	PROFESSIONAL SERVICES
14990081	SOUTHPAW ENTERPRISES	3/2/2023	628.23	0100	INSTRUCTIONAL MATERIAL
14990082	RUSSELL SIGLER, INC	3/2/2023	914.85	0100	MAINTENANCE SUPPLIES
14990083	UNITED PLUMBING HEATING AIR	3/2/2023	11980.00	0100	CONTRACTED SERVICES
14990084	ALBERTO CARLOS HERRERA	3/2/2023	3866.61	0100	INSTRUCTIONAL SUPPLIES
14990085	TIME AND ALARM SYSTEMS	3/2/2023	3950.98	0100	CONTRACTED SERVICES
14990086	SPARKLETTS	3/2/2023	573.12	0100	CONTRACTED SERVICES
14991590	MRC SMART TECHNOLOGY SOLUTIONS	3/6/2023	9903.93	0100	MAINTENANCE AGREEMENT
14991591	KEENAN & ASSOCIATES	3/6/2023	7891.00	0100	PROFESSIONAL SERVICES
14991592	CSEA	3/6/2023	1194.00	0100	REGISTRATION FEES
14991593	POWERSCHOOL GROUP LLC	3/6/2023	1157.52	0100	SOFTWARE
14991594	CAL PACIFIC TRUCK CENTER ,LLC	3/6/2023	4387.13	0100	CONTRACTED SERVICES
14991595	FRANK VILLALVA JR.	3/6/2023	1115.00	0100	PROFESSIONAL SERVICES
14991596	THE SPEECH PATHOLOGY GROUP, INC	3/6/2023	9588.32	0100	PROFESSIONAL SERVICES
14991597	EMILY N STEWART CONSULTING	3/6/2023	3950.00	0100	CONTRACTED SERVICES
14991598	T-MOBILE	3/6/2023	3296.50	0100	CONTRACTED SERVICES
14991599	PIONEER VALLEY BOOKS	3/6/2023	2490.32	0100	INSTRUCTIONAL SUPPLIES
14991600	SPINITAR/PRESENTATION PRODUCTS	3/6/2023	990.04	0100	OFFICE MATERIALS
14991601	RCP BLOCK & BRICK	3/6/2023	79.62	0100	GROUNDS SUPPLIES
14991602	A-Z BUS SALES, INC.	3/6/2023	2830.52	0100	MECHANIC SUPPLIES
14991603	CALIFORNIA ELECTRIC SUPPLY	3/6/2023	10815.74	0100	MAINTENANCE SUPPLIES
14991604	BATTERY SYSTEMS	3/6/2023	324.49	0100	MAINTENANCE SUPPLIES

Expenditure Report
3/1/23-3/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14991605	AMAZON CAPITAL SERVICES	3/6/2023	10735.32	0100	INSTRUCTIONAL SUPPLIES
14992749	CORODATA RECORDS MANAGEMENT, INC.	3/9/2023	201.55	0100	CONTRACTED SERVICES
14992750	AVID CENTER	3/9/2023	1695.00	0100	REGISTRATION FEES
14992751	XEROX FINANCIAL SERVICES	3/9/2023	9274.25	0100	MAINTENANCE AGREEMENT
14992752	DANNIS WOLIVER KELLEY	3/9/2023	11215.00	0100	LEGAL SERVICES
14992753	CAPITOL ADVISORS GROUP, LLC	3/9/2023	2000.00	0100	PROFESSIONAL SERVICES
14992754	WALSH & ASSOCIATES, APC	3/9/2023	1213.03	0100	LEGAL SERVICES
14992755	PARKHOUSE TIRE INC	3/9/2023	5330.43	0100	CONTRACTED SERVICES
14992756	THE ED LADDER	3/9/2023	653.75	0100	CONTRACTED SERVICES
14992757	EL POLLO GRILL INC	3/9/2023	1067.14	0100	CONTRACTED SERVICES
14992758	SAN DIEGO GOLF CARTS, LLC	3/9/2023	14586.75	0100	CONTRACTED SERVICES
14992759	THE EXIT LIGHT CO., INC	3/9/2023	2456.70	0100	MAINTENANCE SUPPLIES
14992760	AZTEC FIRE & SAFETY, INC	3/9/2023	10573.50	0100	CONTRACTED SERVICES
14992761	NAPA AUTO PARTS	3/9/2023	212.57	0100	TRANSPORTATION SUPPLIES
14992762	PACIFIC PURE WATER SYSTEMS LLC	3/9/2023	64.65	0100	PROFESSIONAL SERVICES
14992763	CITY TREASURER	3/9/2023	6709.86	0100	UTILITIES
14992764	REFRIGERATION SUPPLIES	3/9/2023	1077.91	0100	MAINTENANCE SUPPLIES
14992765	SAFEWAY INC. -VONS DIVISION	3/9/2023	311.27	0100	REFRESHMENTS
14992766	HOME DEPOT	3/9/2023	1917.09	0100	MAINTENANCE SUPPLIES
14992767	REPUBLIC SERVICES	3/9/2023	20798.27	0100	UTILITIES
14992768	I B TROPHIES & AWARDS	3/9/2023	2491.18	0100	OFFICE SUPPLIES
14992769	VALLEY INDUSTRIAL SPECIALTIES	3/9/2023	444.14	0100	MAINTENANCE SUPPLIES
14992770	SAN DIEGO COUNTY SUPERINTENDEN	3/9/2023	100.00	0100	REGISTRATION FEES
14992771	ACE COOLING & FREEZING	3/9/2023	2980.00	0100	CXONTRACTED SERVICES
14992772	OPTIMUM FLOORCARE	3/9/2023	337.31	0100	CUSTODIAL SUPPLIES
14992773	GALLAGHER BENEFIT SERVICES, INC	3/9/2023	442.00	0100	PROFESSIONAL SERVICES
14992774	TRANE U.S. INC	3/9/2023	373.05	0100	MAINTENANCE SUPPLIES
14992775	TUCOR INC	3/9/2023	580.00	0100	CONTRACTED SERVICES
14992776	AUTO UPHOLSTERY MASTERS	3/9/2023	1346.00	0100	CONTRACTED SERVICES
14992777	ABA EDUCATION FOUNDATION	3/9/2023	440.00	0100	PROFESSIONAL SERVICES
14992778	XEROX CORPORATION	3/9/2023	6134.90	0100	MAINTENANCE AGREEMENT
14994192	AARDVARK ANT & PEST CONTROL INC.	3/13/2023	2217.00	0100	CONTRACTED SERVICES
14994193	ACCO ENGINEERED SYSTEMS, INC.	3/13/2023	789.30	0100	CONTRACTED SERVICES
14994194	NORMA TORRES-PONCE	3/13/2023	500.00	0100	PROFESSIONAL SERVICES
14994195	MAXI AIDS	3/13/2023	48.67	0100	INSTRUCTIONAL MATERIALS
14994196	WAXIE SANITARY SUPPLY	3/13/2023	13097.32	0100	CUSTODIAN SUPPLIES
14994197	PARADIGM HEALTHCARE SERVICES	3/13/2023	500.00	0100	PROFESSIONAL SERVICES
14994198	OFFICE DEPOT	3/13/2023	531.92	0100	OFFICE SUPPLIES
14994199	PITNEY BOWES	3/13/2023	449.95	0100	CONTRACTED SERVICES
14994200	WILLY'S ELECTRONIC SUPPLY CO.	3/13/2023	171.65	0100	MAINTENANCE SUPPLIES
14994201	R&R CONTROLS INC	3/13/2023	972.29	0100	MAINTENANCE SUPPLIES

Expenditure Report
3/1/23-3/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14994202	BEST BEST & KRIEGER LLP	3/13/2023	11355.20	0100	LEGAL FEES
14994203	AMAZON.COM	3/13/2023	198.73	0100	INSTRUCTIONAL MATERIAL
14995584	ORANGE COUNTY DEPT. OF EDUCATION	3/16/2023	138.69	0100	PROFESSIONAL SERVICES
14995585	P.I.P.S.	3/16/2023	71426.33	0100	PROFESSIONAL SERVICES
14995586	BMR HEALTH SERVICES, INC	3/16/2023	22960.00	0100	PROFESSIONAL SERVICES
14995588	MAXIM HEALTHCARE SERVICES, INC	3/16/2023	75971.50	0100	PROFESSIONAL SERVICES
14995589	HORIZON DISTRIBUTORS	3/16/2023	981.22	0100	GROUND SUPPLIES
14995591	AARDVARK ANT & PEST CONTROL INC.	3/16/2023	395.00	0100	CONTRACTED SERVICES
14995593	JOHNSON CONTROLS	3/16/2023	7170.06	0100	CONTRACTED SERVICES
14995594	EORGIA CENTER FOR CONTINUING EDUCATIC	3/16/2023	799.00	0100	REGISTRATION FEES
14995595	SAM & ROSE STEIN EDUCATION	3/16/2023	15793.46	0100	PROFESSIONAL SERVICES
14995596	LAKESHORE	3/16/2023	1123.94	0100	INSTRUCTIONAL MATERIAL
14995597	THE INSTITUTE FOR EFFECTIVE	3/16/2023	13868.80	0100	PROFESSIONAL SERVICES
14995605	BUS WEST	3/16/2023	865.07	0100	TRANSPORTATION SUPPLIES
14995606	CALIFORNIA DEPT. OF JUSTICE	3/16/2023	686.00	0100	CONTRACTED SERVICES
14995607	EWING IRRIGATION	3/16/2023	450.73	0100	GROUND SUPPLIES
14995610	SAN DIEGO COUNTY SUPERINTENDEN	3/16/2023	747.00	0100	REGISTRATION FEES
14995612	TEAMTALK NETWORK	3/16/2023	397.80	0100	CONTRACTED SERVICES
14995616	VORTEX INDUSTRIES, INC.	3/16/2023	962.80	0100	MAINTENANCE SUPPLIES
14995617	SOUTH BAY COMMUNITY SERVICES	3/16/2023	40895.00	0100	PROFESSIONAL SERVICES
14997025	VECTOR USA	3/20/2023	8097.24	0100	PROFESSIONAL SERVICES
14997026	MARTA RODRIGUEZ DE TORRES	3/20/2023	74.00	0100	MILEAGE
14997027	MAGGY PORTILLO	3/20/2023	9.79	0100	MILEAGE
14997028	CYNTHIA M. GONZALEZ	3/20/2023	183.27	0100	REIMBURSEMENT
14997029	PANERA BREAD COMPANY	3/20/2023	1728.30	0100	REFRESHMENTS
14997030	EFRAIN IVAN MANRIQUEZ	3/20/2023	79.12	0100	MILEAGE
14997031	AMBER ELLIOTT	3/20/2023	46.37	0100	MILEAGE
14997032	RUDY LOPEZ	3/20/2023	196.00	0100	REIMBURSEMENT
14997033	MARIANNA ROCHIN	3/20/2023	52.40	0100	MILEAGE
14997034	THE SPEECH PATHOLOGY GROUP, INC	3/20/2023	15067.36	0100	PROFESSIONAL SERVICES
14997035	THE BIRCH AGENCY INC	3/20/2023	7280.00	0100	PROFESSIONAL SERVICES
14997036	CAROLINA HERNANDEZ	3/20/2023	23.91	0100	MILEAGE
14997037	RENAISSANCE LEARNING INC.	3/20/2023	8100.00	0100	CONTRACTED SERVICES
14997038	YMCA OF SAN DIEGO COUNTY	3/20/2023	77221.01	0100	PROFESSIONAL SERVICES
14997039	SMART & FINAL	3/20/2023	74.27	0100	REFRESHMENT
14997040	SOUTHWEST SCHOOL & OFFICE	3/20/2023	4797.68	0100	INSTRUCTIONAL SUPPLIES
14997041	CYNTHIA MOSQUEDA	3/20/2023	150.65	0100	REIMBURSEMENT
14997042	N2Y INC	3/20/2023	774.00	0100	INSTRUCTIONAL MATERIAL
14997043	OTAY MESA SALES INC.	3/20/2023	1799.42	0100	CONTRACTED SERVICES
14997044	AMAZON CAPITAL SERVICES	3/20/2023	2717.63	0100	INSTRUCTIONAL SUPPLIES
14997045	MAYURA VONGSAVATH	3/20/2023	134.74	0100	REIMBURSEMENT

Expenditure Report
3/1/23-3/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14998379	MAXIM HEALTHCARE SERVICES, INC	3/23/2023	4256.00	0100	PROFESSIONAL SERVICES
14998380	ANIXTER INC.	3/23/2023	1111.97	0100	MAINTENANCE SUPPLIES
14998381	EMMA LANDCARE, INC	3/23/2023	18640.00	0100	CONTRACTED SERVICE
14998382	SMASH MY TRASH	3/23/2023	449.00	0100	CONTRACTED SERVICES
14998383	APCD	3/23/2023	564.00	0100	CONTRACTED SERVICES
14998384	CITY TREASURER	3/23/2023	6815.61	0100	UTILITIES
14998385	WILKINSON HADLEY KING &	3/23/2023	1920.00	0100	PROFESSIONAL SERVICES
14998386	CITY TREASURER	3/23/2023	1506.00	0100	CONTRACTED SERVICES
14998387	OFFICE DEPOT	3/23/2023	6463.71	0100	OFFICE SUPPLIES
14998388	COMPLIANCE POSTER COMPANY	3/23/2023	760.11	0100	OFFICE MATERIALS
14998389	WILLIAM V. MAC GILL & CO.	3/23/2023	3914.02	0100	MEDICAL SUPPLIES
14998390	NAPA AUTO PARTS	3/23/2023	40.78	0100	MECHANIC SUPPLIES
14998391	CALIFORNIA ELECTRIC SUPPLY	3/23/2023	2350.47	0100	MAINTENANCE SUPPLIES
14998392	MIRAMAR BOBCAT INC	3/23/2023	278.80	0100	CONTRACTED SERVICES
14998393	SAN DIEGO COUNTY SUPERINTENDEN	3/23/2023	350.00	0100	REGISTRATION FEES
14998395	SAN YSIDRO SCHOOL DISTRICT	3/23/2023	3436.05	0100	CONTRACTED SERVICES
14998396	ANYTIME SIGN SOLUTION, INC	3/23/2023	1167.83	0100	MAINTENANCE SUPPLIES
14998397	SIR SPEEDY PRINTING 02890	3/23/2023	160.55	0100	OFFICE MATERIALS
14998398	FOLLETT SCHOOL SOLUTIONS,INC	3/23/2023	658.90	0100	REGISTRATION FEES
14998399	FUN AND FUNCTION, LLC	3/23/2023	10537.80	0100	INSTRUCTIONAL SUPPLIES
14998400	FLYERS ENERGY	3/23/2023	5469.43	0100	CONTRACTED SERVICES
14999698	MAXIM HEALTHCARE SERVICES, INC	3/27/2023	47148.17	0100	PROFESSIONAL SERVICES
14999699	AGRI-TURF DISTRIBUTING, LLC	3/27/2023	1200.87	0100	GROUNDS SUPPLIES
14999700	RIVERSIDE ASSESSMENTS, LLC	3/27/2023	2996.08	0100	INSTRUCTIONAL MATERIALS
14999701	BorderLAN, Inc.	3/27/2023	25410.00	0100	CONTRACTED SERVICES
14999702	TRAFERA, LLC	3/27/2023	26869.66	0100	INSTRUCTIONAL MATERIAL
14999703	DATA RECOGNITION CORPORATION	3/27/2023	733.60	0100	CONTRACTED SERVICES
14999704	C&C GLASS	3/27/2023	1521.00	0100	CONTRACTED SERVICES
14999705	KEARNY MESA FORD & KIA	3/27/2023	50167.99	0100	MAINTENANCE VEHICLES
14999706	GIGAKOM	3/27/2023	25648.60	0100	CONTRACTED SERVICES
14999707	UNITY SCHOOL BUS PARTS, INC.	3/27/2023	704.18	0100	TRANSPORTATION MATERIALS
14999708	SAN DIEGO GAS & ELECTRIC	3/27/2023	106958.84	0100	UTILITIES
14999710	DUNN-EDWARDS CORP.	3/27/2023	392.98	0100	MAINTENANCE SUPPLIES
14999711	SAFEWAY INC. -VONS DIVISION	3/27/2023	429.74	0100	REFRESHMENTS
14999712	OFFICE DEPOT	3/27/2023	2658.14	0100	INSTRUCTIONAL SUPPLIES
14999713	ATKINSON, ANDELSON, LOYA, RUUD	3/27/2023	8619.56	0100	LEGAL FEES
14999714	RCP BLOCK & BRICK	3/27/2023	359.32	0100	GROUNDS SUPPLIES

Expenditure Report
3/1/23-3/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14999715	NAPA AUTO PARTS	3/27/2023	245.29	0100	MECHANIC SUPPLIES
14999716	RENAISSANCE LEARNING INC.	3/27/2023	2250.00	0100	CONTRACTED SERVICES
14999717	AT&T	3/27/2023	7270.42	0100	UTILITIES
14999718	PHONAK HEARING SYSTEMS	3/27/2023	3768.30	0100	INSTRUCTIONAL EQUIPMENT
14999719	WALMART	3/27/2023	605.47	0100	REFRESHMENT
14999720	SOUTHWEST SCHOOL & OFFICE	3/27/2023	826.78	0100	INSTRUCTIONAL SUPPLIES
14999721	B&H PHOTO,VIDEO	3/27/2023	749.41	0100	TECHNOLOGY EQUIPMENT
14000439	EDTHEORY LLC	3/30/2023	19024.00	0100	PROFESSIONAL SERVICES
14000440	I B TROPHIES & AWARDS	3/30/2023	247.08	0100	OFFICE MATERIAL
14000441	AMAZON CAPITAL SERVICES	3/30/2023	6548.91	0100	OFFICE SUPPLIES
Total Fund 01			**$ 1,235,537.22**		
14990072	OFFICE DEPOT	3/2/2023	5426.55	1200	OFFICE SUPPLIES
14991597	EMILY N STEWART CONSULTING	3/6/2023	2800.00	1200	CONTRACTED SERVICES
14991605	AMAZON CAPITAL SERVICES	3/6/2023	378.36	1200	INSTRUCTIONAL SUPPLIES
14998394	SOUTHWEST SCHOOL & OFFICE	3/23/2023	56.56	1200	OFFICE SUPPLIES
14999709	LAKESHORE	3/27/2023	855.01	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			**$ 9,516.48**		
14990064	WEX BANK	3/2/2023	145.74	1300	VEHICLE GASOLINE
14992766	HOME DEPOT	3/9/2023	186.80	1300	CAFETERIA SUPPLIES
14994203	AMAZON.COM	3/13/2023	350.15	1300	CAFETERIA SUPPLIES
14995587	GOLD STAR FOODS	3/16/2023	87931.96	1300	CAFETERIA FOOD
14995590	PANERA BREAD COMPANY	3/16/2023	331.30	1300	CAFETERIA CATERINIGS
14995592	SYSCO SAN DIEGO INC.	3/16/2023	2325.31	1300	CAFETERIA FOODS
14995598	HOLLANDIA DAIRY INC.	3/16/2023	31117.29	1300	CAFETERIA FOOD
14995599	SAFEWAY INC. -VONS DIVISION	3/16/2023	36.17	1300	CAFETERIA FOOD
14995600	P&R PAPER SUPPLY COMPANY, INC.	3/16/2023	4711.00	1300	CAFETERIA PAPER GOODS
14995601	OFFICE DEPOT	3/16/2023	994.23	1300	OFFICE SUPPLIES
14995602	COUNTY OF SAN DIEGO	3/16/2023	462.00	1300	CONTRACTED SERVICES
14995603	ECONOMY RESTAURANT EQUIPMENT	3/16/2023	5872.35	1300	CAFETERIA MATERIALS
14995608	LLOYD PEST CONTROL CO.	3/16/2023	252.00	1300	CONTRACTED SERVICES
14995609	CALIFORNIA DEPARTMENT OF	3/16/2023	136.50	1300	CONTRACTED SERVICES
14995611	ACE COOLING & FREEZING	3/16/2023	2463.72	1300	CONTRACTED SERVICES
14995613	AMERICAN PRODUCE DISTRIBUTORS	3/16/2023	8224.67	1300	CAFETERIA FOOD
14995614	DOMINO'S PIZZA	3/16/2023	4275.00	1300	CAFETERIA FOODS
14995615	AFFORDABLE GREASE PUMPING	3/16/2023	3780.00	1300	CONTRACTED SERVICES
14997024	ANA BUSH	3/20/2023	178.51	1300	MILEAGE
14000438	WEX BANK	3/30/2023	4266.11	1300	VEHICLE GASOLINE
Total Fund 13			**$ 158,040.81**		
14990065	TOM SILVA CONSULTING	3/2/2023	7481.25	2133	PROFESSIONAL SERVICES
Total Fund 2133			**$ 7,481.25**		
Grand total			$ 1,410,575.76		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 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. 22/23-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2022-23 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

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

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

April 13, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	806 Technologies, Inc.	Renew TitleICrate Program and the Plan4Learning Software (2023-24)	$6,700.00	General	Gonzalez
2	Cynthia Norall, Inc.	Provide an independent psychological evaluation. (2022-23)	$4,250.00	Special Education	Gonzalez/Madera
3	Liminex, Inc. dba GoGuardian	License subscription for the TutorMe education platform for Vista Del Mar Middle School. (2023-24)	$23,000.00	Title I	Gonzalez/Cevallos
4	Magic Jump Rentals San Diego, Inc.	Provide inflatable equipment on June 6, 2023 during the San Ysidro Middle School's 8th grade picnic to continue to promote a positive school environment, foster positive interactions and	$1,681.20	ASB Funds	Gonzalez/Bojorquez
5	Mano A Mano Foundation	Provide 6 days of parent education workshops for parent of Sunset Elementary School during the months of April and May 2023. (2022-23)	$4,000.00	Title I	Gonzalez/Burciaga
6	Marjorie P. Block	Provide an independent occupational therapy evaluation to a student. (2022-23)	$1,930.00	Special Education	Gonzalez/Madera
7	Rancho Coastal Speech Therapy, Inc.	Provide an independent speech evaluation. (2022-23)	$2,550.00	Special Education	Gonzalez/Madera
8	San Diego Guild of Puppetry	Provide an educational and motivational performance to district-wide elementary school students. (2022-23)	N/A	N/A	Gonzalez
9	SHM South Bay, LLC	Use of facilities for the San Ysidro Middle School's 8th grade dance to be held on Thursday, June 1, 2023. (2022-23)	$1,100.00	ASB Funds	Gonzalez/Bojorquez
10	Taco Land	Provide catering services for school-related events on an "as needed" basis.	TBD	School Donation Accounts	Adrianzen
11	WestEd	Administration of the California Healthy Kids Survey (2022-23).	TBD	General	Little

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING MANAGEMENT PLATFORM

BACKGROUND INFORMATION:
The mission of 6crickets is to bring the best enrichment to every child. They use technologies to simplify the logistics of enrichment and expanded learning management with an ecosystem solution, so districts and schools can more easily host enrichment classes and extended care on school campuses where the students already are, community partners and enrichment providers can focus on teaching, and families can easily search, schedule and register activities with just one login, one form and know that their children are safe and being enriched in the out-of-school time.

Educational Services needs to enter into a service agreement with 6crikets Inc. for the implementation of the Expanded Learning Management Platform to support the expanded learning program operations.

Cost implications for the Spring quarter 2023 include:
($3,500.00 for each school + $2,500.00 for one provider)/4 = $6,750.00

RECOMMENDATION:
Approve the service agreement with 6crickets Inc. for the Expanded Learning Management Platform to support the District's expanded learning program operations at the cost of $6,750.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,750.00	ELO-P Fund
(Amount)	(Name of funding source and/or location)

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

6crickets Inc.
Bellevue, WA 98005
support@6crickets.com

6crickets and San Ysidro Elementary School District Expanded Learning Tool Service Agreement

6crickets has a singular mission, which is to bring the best expanded learning to every student through the best technologies for districts, schools, providers, instructors, and families.

San Ysidro Elementary School District ("**Client**") partners with **6crickets Inc.** ("**6crickets**") and adopts the 6crickets Expanded Learning Management Platform to support expanded learning program operations at Client. To this end, Client and 6crickets enter into the following agreement.

What 6crickets shall provide

1. Modern, user-friendly one-stop registration portals for families:
    a. A district program portal allows a family user to select a school and navigate to their students' school portal. For intersessional breaks, "See all programs" can be turned on to allow families to see all programs across all sites.
    b. A school program portal for each of your schools allows their families together with their students to browse programs (including enrichment programs, extended care, field trips, etc.), read reviews, register for the programs that interest their students, and achieve choice-driven learning. After the registration, instructors, providers, schools and the district central office receive real-time roster information about the students automatically on their respective dashboard.
    c. Families only need to fill out a single registration form with common questions for families across all program offerings and for all their children once for all.
    d. Customizable registration forms let you ask additional questions for families during registration.
    e. All emergency and pick-up contacts are tracked in the registration form.
    f. Support wait-lists and invite wait-listed students to register.
    g. Include waivers and cancellation policies for your programs.
    h. Register link or button for your district or school website.
    i. Specific registration links for each individual session and/or program.

2. An online dashboard for each stakeholder:
    a. District Dashboard for the district central office to manage schools, providers, and rosters across school campuses
    b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.
    c. Provider Dashboard for each activity provider to list programs along with images and videos, manage seasons, assign sessions to different campuses, manage

instructors, access real-time rosters and attendance across campuses, and generate custom rosters.
    d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.

3. Access control:
    a. Each dashboard allows multiple authorized users for management .
    b. Each dashboard allows read-only access to rosters to certain users.

4. Comprehensive roster support at all dashboards:
    a. Authorized users can add bulk or individual students as needed on behalf of the parents.
    b. Printable rosters in various formats.
    c. Can email PDF rosters.
    d. All rosters can be downloaded as a CSV file as spreadsheets.
    e. Digital attendance and printable attendance.
    f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
    g. Easy session registration link sharing with families or partners.
    h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
    i. Student or guardian browsing: you can search for a student and the sessions for which they are registered.

5. Communications:
    a. Instant registration confirmation email once families have completed registrations.
    b. Reminder emails for both providers, instructors, and families for upcoming classes.
    c. Email templates for quick communication with families.
    d. Text messaging for emergencies.
    e. Printable flyers of course offerings.

6. Reporting:
    a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.
    b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
    c. Revenue report: We provide a high fidelity cash flow report for all your payment transactions for both payments and refunds.
    d. Attendance report at each session.
    e. Additional reports needed can be provided upon request.

7. Payments if applicable:
    a. A single payment process: 6crickets will automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.

b. Fundraising opportunities for your school: through an optional school fee and/or requests for donations (as determined by you).
c. Delay payments as needed to minimize credit card fees in case of cancellations due to low enrollment.
d. Streamlined scholarship support: guardians enter student ID and then fees are automatically waived or reduced based on your configuration.

8. Family reviews are automatically collected as organic data to evaluate program qualities.

9. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user including the district or school staff, providers, instructors, and families through live online chat, email, or on-demand video calls or phone calls.

10. We provide rigorous data privacy protection for all of the data that enter into the 6crickets system. Providers can only receive registration information from families for their registered students and not from any other parents or students. Instructors can only access the classes that they teach and nothing else. Schools can only access their own school's data on their School Dashboard, but not other schools' data. For more details, please see our privacy statement at https://www.6crickets.com/privacy.

What Client shall provide

1. Identify a primary contact for the entire management enrichment process and setting up the school or district portal.
2. Identify, evaluate, and vet a set of well-qualified vendors.
3. Communicate with your school to help ensure vendor programs are appropriately scheduled throughout the week and avoid double-booking rooms or overlapping with school class schedules.
4. Communicate with your vendors on class schedules, listing process, and listing correctness and quality.
5. Train providers, their instructors, and parent volunteers (if relevant) on safety procedures and quality expectations.
6. Day-to-day monitoring and emergency handling (such as missing students, late instructors, late parents, etc.)

Pricing

Annual license fee per school portal: $3,500

Annual license fee per provider dashboard (including unlimited number of instructor dashboards for the provider): $2,500

Spring Quarter 2023 License Fee for Client:

- ($3,500 x 7 schools + $2,500 x 1 provider)/4 = **$6,750**

Termination

Either Client or 6crickets can terminate this contract for the next school year with a written notice at least *three* months before the next school year starts. Both parties are required to complete

the enrichment service for the students at Client with the highest quality in the current school year under the contract.

Privacy

6crickets takes privacy seriously. We do not share, sell or otherwise provide your district, school, parent or student information to any person, company or service outside the expanded learning operations. Enrollment information is only visible to the provider receiving the enrollment. Families can share their schedule explicitly with one another; only when they do so, can they get the social cue from each other on whether their children are attending a certain class. Our privacy policy is shown to every or guardian during the check-out process. For more details, please see 6crickets.com/privacy.

Thank you for choosing 6crickets!

(Signature sheet on the next page)



2/10/2023

Helen J. Wang, Ph.D. (Signature) Date
CEO & Founder
6crickets Inc
Bellevue, WA

Acknowledged by (Signature) Date
<Name, Title>
San Ysidro Elementary School District
San Ysidro, CA

About 6crickets:
6crickets, the nation's leading expanded learning management platform, empowers schools, districts, and organizations with the tools and turn-key solutions to bring the best enrichment to every student in every school. 6crickets is awarded by the National Science Foundation to develop modern technologies for out-of-school time. For more information, please visit https://www.6crickets.com.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Pupil Services
Russell Little, Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO FIRE-RESCUE DEPARTMENT FOR AED/PAD PROGRAM SERVICE

BACKGROUND INFORMATION:
The District was given 13 Automated External Defibrillators (AEDs) as part of Operation Heartbeat, a project to put AEDs in every school in the South Bay. The program includes the oversight of a physician and trained EMS personnel by California law as listed in the attached service agreement. The District's School Nurse is a certified American Heart Association BLS Instructor and can provide required and recommended staff training in First Aid/CPR (adult/child/infant) Airway obstruction/AED.

The District would like to renew the agreement with the San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program and the San Diego Project Heart Beat beginning April 17, 2023 and extending to April 16, 2025. There are 13 units to be serviced under this agreement.

RECOMMENDATION:
Approve the 2-year agreement with San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program at an estimated annual cost of $2,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ESTIMATED ANNUAL	
$2,000.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and **San Ysidro School District, 4350 Otay Mesa Rd, San Ysidro, CA 92173** ("Program Participant"), for the period beginning **April 17, 2023 through April 16, 2025 (2yr).**

This agreement will provide program management for **13** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

1. **PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.

    a. Cost of PAD Program Management: Initial annual cost of $75.00 with applied grant assistance for the first AED and $25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are $50.00 for the first AED and $25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is $10.00 per each additional AED unit.

    Incident Management. The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.

    b. *Cost of Incident Management*: Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of $55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

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A cost of $55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of $50.00 per set and up to $75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

c. *Recommendation*: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart FRX manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.

2. **Critical Incident Stress Defusing (CISD)**. Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

B. SDFD PAD Program Management Responsibilities.

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.

2. Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.

3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.

4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.

5. Provide location information about customer's AED(s) to the PulsePoint organization (http://www.pulsepoint.org/) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.

6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

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1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided.
   All payment remittance shall be sent to:

   City of San Diego Fire/EMS
   PO Box 129030
   San Diego, CA. 92112-9030

2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.

3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.

4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.

5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

F. Termination.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

G. Indemnification.

Program Participant shall defend, indemnify and hold the City of San Diego, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

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Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

H. <u>Modification of this Service Level Agreement</u>.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant

By: _____
(signature)

Name: _____
(print)

Title: _____

Date: _____

City of San Diego

By: _____

Name: Vanessa Delgado
Purchasing & Contracting

Title: Procurement Program Manager

Date: _____

Approved as to form this __ day of _____, 20____.

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

_____
Print Name

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALL FOR KIDZ, INC.

BACKGROUND INFORMATION:
All for KIDZ, Inc., producers of The NED Shows, will provide an entertaining and impactful 45-minute performance. They use storytelling, puppetry, illusions and yoyo tricks to take students on an exciting journey with our character NED. Students will follow clues, meet memorable characters and learn valuable lessons. The themes of their presentations (*Never Give Up, Encourage Others, Do Your Best*), are tools to prevent bullying, build relationships, achieve excellence, growth mindset and healthy choices.

Willow School would like to use these two assemblies as a self-motivation and perseverance performance that encourages communication from some students who are often challenged when trying to express themselves. The presentation is tentatively scheduled for March 10, 2023.

RECOMMENDATION:
Approve the agreement with All for KIDZ, Inc. to provide the NED's Mindset Mission Presentation to students of Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

SERVICE AGREEMENT FOR GUEST SPEAKER

All for KIDZ, Inc. (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during an energetic and action-packed performance by SPEAKER.

2. Scope of Services:

SPEAKER will provide two (2) assembly/performance on Friday, March 10, 2023 at the Willow Elementary School. SPEAKER will be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event. Time of the assemblies will be coordinated with Willow School Principal.

3. Compensation:

Performance/ Assembly(ies) are provided at no cost to the District.

4. Indemnification and Hold Harmless:

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

5. Liability and School Safety Certification Forms – Refer to Exhibit A

6. Insurance – Refer to Exhibit B

7. COVID-19 Vaccination & Testing Requirements – Refer to Exhibit C

8. Termination:

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

9. Other:

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

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

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

ALL FOR KIDZ, INC.
GUEST SPEAKER

Signature: _____Date: _____
Eileen McClennen
emcclennen@allforkidz.com
(877) 872-9696 x121

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved/ratified: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Ms. Rodriguez
Principal, Willow
(619) 428-4476 ext. 3799
maria.rodriguez@sysdschools.org

Darlene Herbert
Outreach Consultant
(619) 428-4476 x3793
Darlene.herbert@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT A

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

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

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

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

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

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

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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

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

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To:

Location of Event: _____

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

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

Signature	Date
Parent/Guardian Name	Phone

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

EXHIBIT B

INSURANCE:

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ❑ **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.

   ❑ **Additional Insured Endorsement**

2. ❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ❑ **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include

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

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

NED'S mindset MISSION

PERFORMANCE AGREEMENT

Show date:	March 10, 2023	Show Time:	8:45am-9:30am, 9:50am-10:35am
School ID:	82020	School Name:	Willow Elementary School
Contact Name:	Darlene Herbert	Title:	Outreach Consultant
Grades:	PK-6	Student Count:	706
Booking Agent:	Eileen McClennen	Toll Free:	877-872-9696, x121
Fax:	800-969-6624	E-mail:	emcclennen@allforkidz.com

We agree to:

- **Present NED's Mindset Mission on the date and time entered above.**
- **Grant access to resources and lesson plans** available at www.NEDteachers.com.
- **Provide downloadable files** for you to post and send home to promote the show.
- **Reserve the right to reschedule** the show due to performer illness or other extenuating circumstances. In the unlikely event of a change, the show will be moved to a mutually agreeable time.
- **Visit your school at no charge,** made possible by your school having the Pay-It-Forward Sale.
- **Provide prepaid shipping labels:** We pay for return postage on your unsold items.

Your school agrees to:

- **Print and send home the parent letter** a few days prior to the performance.
- **Make NED items available for purchase** for 5-10 school days following the show and do your best to "Pay-It-Forward" to another school.
- **Do your best to provide a NED play zone** for students to enjoy their NED items and safely practice yo-yo skills while reinforcing the NED message.
- **Protect our copyright.** Take pictures of the show if you wish, but agree and enforce that no part of the show may be video recorded, reproduced, or transmitted. The NED Shows reserves the right to occasionally audio or video record its employees for training purposes.
- **Contact us immediately** if you find it necessary to make any changes to your show time. If your school cancels within 14 days of the scheduled show date for any reason other than unforeseen acts of nature, i.e. inclement weather or school closures, you agree to pay a $200 cancellation fee.

Set-up Requirements:

- 45-60 minute minimum set-up time is required, therefore someone will need to be available to let the performer in before normal school hours if necessary.
- Provide two 6' tables and one chair.

CONFIRM YOUR SHOW DATE

Darlene Herbert
Darlene Herbert (Feb 1, 2023 13:36 PST)

School Representative Signature

Outreach Consultant

Title

We look forward to bringing NED's Mindset Mission to your school!

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 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 their 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 2022-2023 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

TBD
(Amount)

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

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

✓ Signed
✓ COI/E

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Bonita Speech Services	619-736-4540
Company/Consultant	Telephone Number
730 Redlands Pl, Bonita, CA 91902	Bonitaspeech.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: February 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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

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

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

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

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

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

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

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

District is waiving this requirement _____ .

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

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

COMPANY:	**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

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**
Bonita Speech Services	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Bonita Speech Services	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
2/28/2023	
Date:	Date
Phone Number: 619-736-4540	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have 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 2/28/2023

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

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

Contractor/Vendor initials _____

EXHIBIT A

SCOPE OF WORK

Bonita Speech Services will be providing the following services:

1. **Speech Evaluation ($2,220.00/assessment)**
2. **Speech Therapy ($160/hr, $120/45min)**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Russell Little, Asst. Superintendent
Educational Lead & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CIRCULATE SAN DIEGO

BACKGROUND INFORMATION:
This Memorandum of Understanding provides for collaboration with Circulate San Diego to provide pedestrian and bicycle safety-oriented programming and activities to students within the school district.

Term: March 10, 2023 to December 30, 2023.

RECOMMENDATION:
Approve the Agreement with Circulate San Diego to provide pedestrian and bicycle safety-oriented programming and activities for students at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Circulate San Diego	(619) 544-9255
Company/Consultant	Telephone Number
233 A Street, Suite 206, San Diego, CA 92101	www.circulatesd.org
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: March 10, 2023 To: December 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.

2 FEES AND PAYMENTS - THIS SECTION IS NOT APPLICABLE. NO FEES INVOLVED.

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in the attached Addendum to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

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

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

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

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

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

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

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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.)**

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, smokeless or vaping) 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:	**Circulate San Diego**	
Name:	Colin Parent	Dara Braitman
Title:		Director of Planning
Address:	233 A Street, Suite 206	233 A Street, Suite 206
City/State/Zip Code:	San Diego, CA 92101	San Diego, CA 92101
Telephone:	(619) 567-6856	(858) 876-7602
Email:		dbraitman@circulatesd.org

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Veronica Medina
Title:	Chief Business Official	Coordinator of Pupil Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zipcode:	San Ysidro, CA 92173	San Ysidro, CA 92173

Telephone:	(619) 428-4476	(619) 428-4476 x3083
Email:	Marilyn.adrianzen@sysdschools.org	Veronica.medina@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**
Circulate San Diego	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19 Vaccination & Testing Requirements

The San Diego County 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, county 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 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 Addendum shall prevail.

EXHIBIT A

This represents an agreement between Circulate San Diego (Circulate) and San Ysidro School District (SYSD). Circulate and SYSD intend to work together to provide pedestrian and bicycle safety-oriented programming and activities to students within the school district. Circulate and SYSD intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

Circulate agrees to the following:

1. Conduct a variety of youth-oriented programs to increase pedestrian and bicycle safety across the San Ysidro community.
2. Provide presentations to adults, including parents, guardians, and family members, teachers, staff, and other relevant parties on the topics of pedestrian, bicycle, and driving safety. These individuals may also be invited to participate in youth-oriented programming if appropriate and with authorization from SYSD.
3. Provide programming to SYSD students only within the limits of the SYSD boundary.
4. Provide youth programming in classrooms and in small group settings (such as extracurricular groups, e.g. Safety Patrol or Student Council) or larger group settings (such as grade-level assemblies).
5. Oversee data gathering and reporting.
6. Provide and share relevant information with SYSD staff as a means to support youth/family participation, engagement, and programmatic progress.
7. Participate in school and/or district meetings as required or needed.
8. Conduct outreach activities and participate in youth-oriented activities (e.g., school fairs, etc.).
9. Maintain regular communication with district representatives regarding program updates, outcomes, and other needs ensuring optimal collaboration.
10. Offer programming in Spanish and English by bilingual staff and coordinate with SYSD staff to determine which activities, if any, should be conducted in Spanish.

SYSD agrees to the following:

1. Provide Circulate staff with appropriate contacts at the district level and each school campus to handle programmatic scheduling and activity/event promotion.
2. Prepare and disseminate permission slips on a classroom-by-classroom basis, as appropriate, so that students can participate in walking field trips.
3. Allow Circulate staff to provide programming in-class as requested.
4. Allow Circulate staff to attend school and district events as appropriate, including but not limited to open houses, PTA meetings, orientations, staff development days, and festivals/carnivals, in order to present to and connect with diverse audiences on a variety of pedestrian- and bicycle-safety related topics.
5. Maintain regular communication with Circulate staff regarding program updates, outcomes, and other needs ensuring optimal collaboration.
6. Repost and/or share bilingual (Spanish and English) program-specific content created or shared by Circulate on the topics of pedestrian, bicycle, and driving safety.
7. Furnish information, such as enrollment and transportation data, with Circulate as a means to support youth/family participation and programmatic progress.

Value of Services
No money or other consideration shall be transferred between the parties.

Locations

The services will be provided to the locations of SYSD listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

SYSD	
La Mirada Elementary School	Ocean View Hills Elementary School
Smythe Elementary School	San Ysidro Middle School
Sunset Elementary School	Vista Del Mar Middle School
Willow Elementary School	

//

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FRONTLINE ABSENCE AND MANAGEMENT SYSTEM

BACKGROUND INFORMATION:
The District currently has over 560 employees who access the Frontline Attendance Management System to report their absences. It is imperative that the District have a system in place to track employees' attendance and substitutes' time for both certificated and classified employees. The Frontline Management System tracks employees' personal illness, personal necessity, and vacation days, in addition to other worker-related absences such as professional days, etc. It is on the Frontline System that substitute coverage is requested and linked to staff.

The District has been using Frontline (formerly known as AESOP) for over ten years and has been an effective attendance tool to collect, verify and reconcile time worked by staff and by over 100 substitutes employees. Frontline records are useful to payroll staff to reconcile entries made in the PeopleSoft Payroll System.

Term: 2023-24

RECOMMENDATION:
Approve the agreement with Frontline Education for the Annual Subscription for the Frontline Absence and Substitute Management Services at a cost of $19,115.75 from the General fund.

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

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$19,115.75	General Fund
(Amount)	(Name of funding source and/or location)

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

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, California, 92173 United States **Contact:** Yadira Diaz **Title:** Admin. Asst. / HR **Phone:** **Email:** yadira@sysd.k12.ca.us	**Account Manager:** Shane Cashin **Sale Type:** Renewal **Quote Currency:** USD

Pricing Overview	Amount
Annual Recurring Fees	**$19,115.75**

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2023	6/30/2024	$19,115.75

1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this link to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Invoicing Schedule	Due Date	Amount
Invoice: Annual	**7/31/2024**	**$19,115.75**
Absence & Substitute Management, unlimited usage for internal employees		$19,115.75

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**San Ysidro Elementary School District**
Signature:	Signature:
Name:	Name: Marilyn Adrianzen
Title:	Title: Chief Business Official
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 4350 Otay Mesa Road San Ysidro, California 92173
Email: billing@frontlineed.com	Email: marilyn.adrianzen@sysdschools.org
Effective Date:	Board approved:

Master Services Agreement

This Master Services Agreement provides the terms and conditions of purchase between Frontline Technologies Group LLC dba Frontline Education, a Delaware limited liability company ("**Frontline**"), and the purchasing entity listed on the **Order Form** ("**Client**").

As used in this Master Services Agreement: (a) The term **Order Form** means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies certain software applications or certain services to be provided to Client; (b) the term **Statement of Work** ("SOW") means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies the particular project details including, without limitation, the services to be provided and project responsibilities;(c) the term **Subscription Software** shall mean the Software as a Service ("SaaS") including all embedded applications and any modifications/updates to the software which is offered to the Client on a subscription basis and set forth on the Order Form; and (d) the term **Professional Services** or **Services** means the services set forth on the Order Form and/or Statement of Work including, without limitation, training, implementation, consulting and project management. All Order Forms and Statements of Work shall be deemed part of and subject to this Master Services Agreement. Any preprinted or other terms contained on Client's purchase order or ordering documentation shall not apply to this Agreement and are specifically rejected by Frontline. The term "**Agreement**" means this Master Services Agreement, together with all Order Forms, Statements of Work and any other document appended to the Order Form.

Each party states that the individual signing this Agreement has the authority to bind it to this Agreement. To place orders subject to this Agreement, at least one Order Form must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Subscription Software applications identified on the applicable Order Forms and the Professional Services and other services identified on the applicable Order Forms or Statements of Work (collectively, "**Services**"), and any other software, products or services provided by Frontline pursuant to this Agreement. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) regarding the Subscription Software and Services, and by entering into this Agreement the parties terminate all such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work, Order Form, or Order Form Terms and Conditions, the provisions of the Statement of Work, Order Form, or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to

the Software and Services stated in that particular Statement of Work, Order Form, or Order Form Terms and Conditions.

In consideration of the foregoing and the covenants the parties agree to the following:

1. **Subscription Software and Services**
    1. **Subscription Software.** Subject to the terms and conditions of this Agreement, Frontline grants Client, during the Term, a non-exclusive, non-transferable right to access and use the Subscription Software (or license to install and use the Subscription Software if hosted by the Client), and the technical manuals, instructions, training materials, and other documentation that accompany the Subscription Software, as amended from time-to-time (collectively, the "**Documentation**") solely for internal use by its then-current employees, contractors, agents, representatives, and where applicable, by any agency listed in the Order Form (each, an "**Agency**") and its employees, contractors, agents, and representatives, and other end users authorized to use the Subscription Software on Client's behalf (collectively, "**Authorized Users**") in the ordinary course of Client's, or such Agency's, business. Frontline further grants Client the right, during the Term, to make a reasonable number of copies of any applicable Documentation solely for Client's internal business purposes.
    2. **Services.** Frontline agrees to use commercially reasonable effort to provide the Services in accordance with the applicable Order Forms or Statements of Work and any then-current Frontline policies.
    3. **Restrictions.** Client shall not, directly or indirectly, and Client shall require all Authorized Users to not, (a) except as expressly allowed in this Agreement, transfer, assign, export, or sublicense the Subscription Software or any work product, deliverables, or other materials provided by Frontline in connection with the Services or otherwise (collectively, "**Work Product**"), or its rights or licenses, to any other person, organization, or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Subscription Software; (b) modify or create any derivative version of the Subscription Software or Work Product; (c) remove or modify any marking or notice on or displayed through the Subscription Software, Work Product, or Documentation, including those related to Frontline's or its suppliers' proprietary rights; (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce to human-readable form the Subscription Software or Work Product; (e) use the Subscription Software, Work Product, or

Documentation to create a competitive product; (f) use the Subscription Software in a manner that circumvents or interferes with the operation of the technological measures that control access to the Subscription Software; or (g) permit access to the Subscription Software to Frontline's competitors except with Frontline's written consent. Without limiting the foregoing, Client may not sublicense, outsource, or otherwise grant access to the Subscription Software to any third-party vendor without Frontline's prior written consent, including any third-party host of the Subscription Software for Client. Frontline has the right (but not the obligation) to monitor Client's and its Authorized Users' use of the Subscription Software to confirm their compliance with the terms of this Agreement.

4. **Proprietary Rights.** All rights, title, and interest to the Subscription Software, Work Product, and Documentation are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Subscription Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Subscription Software, Work Product, or Documentation to Client. The Frontline name, logo, solution (product) name(s) and any other marks, logos and trade dress are trademarks of Frontline, and no right or license is granted by this Agreement to their use. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.
5. **Authorized Users.** The total number of Authorized Users is limited to the numerical or category limitations, if any, stated in the applicable Order Forms. Client agrees that, depending on the specific Subscription Software provided by Frontline to Client or the category of Authorized User, Authorized Users may have different access and usage rights to the Subscription Software. Client shall ensure that Authorized Users comply with the terms and conditions of this Agreement and any acts or omissions of such Authorized Users will be deemed acts or omissions of Client for which Client agrees to be responsible on a joint and several basis. Client is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Client's Authorized Users in connection with use of the Subscription Software. Client is solely responsible for all activities that occur as a result of the use of individual usernames and passwords. Client will notify Frontline promptly of any unauthorized use of usernames and passwords or any other breach of security known to Client. Client will not authorize, enable, or

permit access to or use of the Subscription Software by any individual or entity (including other school districts) other than an Authorized User.

6. **Software Administrator; Maintenance Windows.** Unless expressly agreed otherwise by the parties, at all times Client must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator, if applicable, or an employee who is sufficiently trained or experienced in the use of the Subscription Software to act as the software administrator ("**Software Administrator**"). If Client's Software Administrator ceases to serve as such, Client shall promptly provide written notice to Frontline and have another employee obtain Frontline Software Administrator Certification and be designated as a Software Administrator, at Client's expense. Frontline shall provide Client with assistance regarding the use of the Subscription Software during Frontline's normal business hours (Eastern Time), Monday through Friday. Such assistance shall be provided only to Client's Software Administrator. Frontline may perform system maintenance or software updates periodically upon advanced notice to Client. However, due to exigent circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
7. **Client Content.** The Subscription Software may enable Client and its Authorized Users to upload, link to, transmit, or otherwise provide text, files, images, graphics, illustrations, information, data (including personally identifiable information ("**PII**") and personal health information ("**PHI**"), as those terms are defined in applicable laws, (collectively "**Personal Data**"), audio, video, photographs and other content and material in any format (collectively, the "**Client Content**") into the Subscription Software. Client grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the Client Content for the purpose of providing the Subscription Software and Professional Services to Client and its Authorized Users, and otherwise performing Frontline's obligations and exercising its rights under this Agreement. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Frontline will act as a data processor, and will act on Client's instruction, as specified in the Order Form, concerning the treatment of Personal Data provided in connection with the Subscription Software and Services. Client shall provide all notices and obtain all consents (including consent of any parent or guardian for any minor) required for Client's use of the Subscription Software and receipt of the Services, and Frontline's provision of the Subscription Software and Services, including those related to the collection, use,

storage, processing, transfer, and disclosure of Personal Data. Client agrees that it must properly enter data, information, and other Client Content and configure settings within the Subscription Software for the Subscription Software to operate properly. Client shall verify the accuracy of the Client Content and any forms, workflow, or configuration settings entered in the Subscription Software. Frontline shall not have any liability arising from the inaccuracy, scoring, completeness, legality, use of, or reliance on the Client Content. Client assumes the sole responsibility for the selection of the Subscription Software and Services to achieve Client's intended results, the use of the Subscription Software and Services, and the results attained from such selection and use.

8. **Client's Statement Regarding Client Content.** Client states that it is the owner of the Client Content (including evaluation frameworks and rubrics uploaded into the Subscription Software and any other content or data made available to Frontline), or Client has notified and obtained informed consent from the owner of the Client Content and all other necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), for Client and Frontline to use the Client Content as contemplated under this Agreement, and has taken all other actions that may be necessary to ensure that Client's and its Authorized Users' use of the Subscription Software and Services, and any related materials provided or produced in connection with such use, complies with all applicable laws and regulations as well as school and district policies.
9. **Integration.** Client may, at Client's direction and with or without Frontline's assistance, integrate or otherwise use the Subscription Software in connection with certain third-party courseware, training, services, software, and other information and materials of third parties ("**Third-party Materials**"), and Frontline may make certain Third-party Materials available in connection with the Subscription Software. Client acknowledges and agrees that (a) Frontline is authorized to provide or permit access to the Client Content to the third party providers of such Third-party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third-party Materials; (ii) the Client Content provided in connection with such Third-party Materials, including a third-party's storage, use, or misuse of the Client Content; or (iii) Client's uninterrupted access to Third-party Materials. Client understands that the use of the Subscription Software may involve the transmission of the Client Content over the Internet and other networks, only part of which may be owned or

operated by Frontline, and that Frontline takes no responsibility for Client Content that is lost, altered, intercepted, or stored without Client's authorization during the transmission of any Client Content across networks or parts of networks not owned or operated by Frontline. If Client engages Frontline to assist in Client's integration or use of the Subscription Software with Third-party Materials, Client authorizes Frontline to access and use such Third-party Materials in connection with such assistance and Client states that it has the rights necessary to grant such authorization. Client agrees to be bound by the terms, conditions, and restrictions of the applicable third-party agreements that govern the use of such Third-party Materials. Frontline may refuse to integrate Third-Party materials for which Client does not have the appropriate license.

10. **Hosting.** Unless an Order Form explicitly provides that particular Subscription Software will be made available by Frontline for download and installation on Client's computers, the Subscription Software will be hosted by an authorized subcontractor (the "**Hosting Service Provider**") that has been engaged by Frontline and shall only be accessed by Client from its computers and devices via websites of Frontline. The Hosting Service Provider is an independent third party not controlled by Frontline.
11. **Client Responsibilities.** Client agrees that (a) Client shall have sole responsibility for administering access security to the Subscription Software for its Authorized Users; (b) Client shall review any output resulting from its use of the Subscription Software and confirm that such output is correct; and (c) if Client uses the Software for reimbursement or payment from Medicaid or other government agencies, Frontline shall have no responsibility, and Client shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Subscription Software, or the results derived therefrom, will meet Client's requirements, or that the operation of the Subscription Software will be uninterrupted or error-free. Client is solely responsible for obtaining and maintaining, at its own expense, all hardware, software, and services needed to access and use the Subscription Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Client shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations, and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

12. **FERPA Designation.** *If an Order Form is for Subscription Software for which Frontline accesses, stores, or otherwise processes student PII or PHI, Client designates Frontline as a "School Official" with "Legitimate Educational Interests" (as those terms are defined under the Family Educational Rights and Privacy Act of 1974 ("**FERPA**")) in such PII and PHI for purposes of providing the Subscription Software to Client, and Frontline agrees to abide by the limitations and requirements imposed by FERPA on School Officials. Client acknowledges that: (i) the Subscription Software and Services are services or functions for which Client would otherwise use Client's own employees; (ii) Frontline is under Client's direct control with respect to Frontline's access to and use of PII and PHI; and (iii) Frontline is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Frontline's access to and use of PII and PHI.*

2. **Invoicing and Payment.** All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client's signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within 30 days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Unless the Order Form states otherwise, Frontline reserves the right to increase any of the fees for any Renewal Term by providing notice of such increase to Client at least 30 days prior to the start of such Renewal Term. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline's income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of

any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If the parties agree that Frontline's personnel are to travel to Client's facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**
    1. Each party states that such party's execution, delivery, and performance of this Agreement (a) has been authorized by all necessary action of the governing body of the party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Client states on behalf of itself and all of its Authorized Users that it has the full legal right to provide the Client Content and that the Client Content will not (a) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or personality rights of any person or entity including as a result of failure to obtain consent to provide Personal Data or other private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
    2. **Subscription Software and Services Warranties.** Frontline states that (a) the Subscription Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranties will not apply to any non-conformance of the Subscription Software, Work Product, or Services due to (A) Client's failure to permit the installation or implementation of any update, upgrade, or release provided by Frontline, (B) Client's negligence, abuse, misapplication, or misuse of the Subscription Software (including Client's failure to operate the Subscription Software in accordance with Documentation), (C) Client's modification of the Subscription Software not approved in writing by Frontline, or (D) Client's use or operation of the Subscription Software with any technology (including any software, hardware, firmware, system, or network) not approved in writing by Frontline. In the event of any breach of the foregoing warranties, reported to and verified by Frontline, Frontline will use commercially reasonable efforts to correct such non-conformance. Client's sole remedy for Frontline's breach of any of the foregoing warranties is limited to the replacement,

repair, or refund, at Frontline's option, of defective Subscription Software or Work Product or re-performance of the affected Services. Notwithstanding the foregoing, any Third-party Materials shall be subject only to the terms and any warranties provided by the applicable third party and not to any of the foregoing warranties.

3. **Disclaimers.** *Except as expressly provided in Section 3.3, to the maximum extent permitted by applicable law, Frontline and its suppliers expressly disclaim all warranties, whether express, implied, or statutory, as to any aspect of the Subscription Software, Work Product, Services, or other materials provided by Frontline, including warranties of merchantability and fitness for a particular purpose. Frontline and its suppliers do not warrant that the Subscription Software, Work Product, Services, or other materials provided by Frontline will be uninterrupted or error-free; nor does Frontline make any warranty as to the results that may be obtained from use of the Subscription Software, Work Product, Services, or other materials provided by Frontline.*

4. **Confidential Information; Privacy.**
    1. **Confidential Information.** During the Term and for two years thereafter, each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any written information that is marked or otherwise indicated as confidential or proprietary, or, in the case of information that is disclosed orally or written information that is not so marked, by notifying the other party in writing of the proprietary and confidential nature of the information within 10 days after disclosure. Notwithstanding the foregoing, (a) Confidential Information of Frontline includes the Subscription Software, Documentation, Services, Work Product, and the terms of this Agreement; and (b) Confidential Information of Client includes Personal Data contained within any Client Content. Confidential Information does not include information which (a) was known to the receiving party free from any duty or obligation of confidentiality or generally in the public domain before disclosure; (b) becomes generally part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (d) was independently developed by the receiving party without use of or reference to Confidential Information. Aggregated and/or de-identified data that does not contain Personal Data generated by Frontline or its suppliers in connection with Client's and its Authorized Users' use of the

Subscription Software and Services will be the Confidential Information and property of Frontline. The receiving party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the receiving party notifies the disclosing party, provides it with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing party) to cooperate with the disclosing party in limiting disclosure.

2. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Personal Data submitted by Client into the Subscription Software or otherwise provided to Frontline. Client understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
3. **California Consumer Privacy Act.** For Clients covered by the California Consumer Protection Act (CCPA), Client states that Frontline is a Service Provider to Client with respect to the Personal Information. Frontline shall not (a) Sell Personal Information or (b) retain, use, or disclose any Personal Information for any purpose other than for the specific purpose of providing the Subscription Software and Services, including retaining, using, or disclosing Personal Information for a Commercial Purpose. For the avoidance of doubt, the foregoing prohibits Frontline from retaining, using, or disclosing Personal Information outside of its direct business relationship with Client. Frontline certifies that it understands the obligations under this Section and will comply with them. Frontline may use aggregated, anonymized, or Deidentified Personal Information; provided, however, that such use shall be permitted only to the extent that any such data constitutes Aggregate Consumer Information or has been Deidentified and Frontline complies with all requirements applicable under the CCPA. For purposes of this Section only, the terms Aggregate Consumer Information, Commercial Purpose, Deidentified, Personal Information, Sell, and Service Provider shall have the meanings specified in the CCPA.
4. **Public Records Act Compliance**. To the extent Client is subject to public record acts or freedom of information acts, Frontline will work with Client to provide appropriate information in response to records requests, to the extent the requested information is not Frontline's proprietary information or otherwise exempted from disclosure under state law.

5. **Feedback.** If Client provides Frontline with any comments, bug reports, feedback, or suggestions related to the Subscription Software, Work Product, Services, or Documentation ("**Feedback**"), Client hereby assigns to Frontline all of Client's rights in such Feedback and agrees that Frontline shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate.
6. **Indemnification.** To the maximum extent permitted by applicable law, Client shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Client of this Agreement, including failure to obtain consent to provide Personal Data.
7. **Limitations of Liability.** *Other than the fees, charges and expenses payable under this Agreement, to the maximum extent permitted by applicable law, in no event shall either party (and in the case of Frontline, its suppliers) be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this Agreement or the use or non-use of the Subscription Software, Work Product, or Services. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable law, in no event shall Frontline's (or its suppliers') total liability arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability, or otherwise, exceed the total amounts paid to Frontline during the twelve months for the product at issue immediately preceding the events giving rise to such claims*. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable under this Agreement reflect these disclaimers and limitations.
8. **Term and Termination.**
    1. **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue until such time that there are no valid Order Forms in effect (the "**Term**"). The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date listed in such Order Form and (b) continue for one year or such other period as provided in such Order Form (the "**Order Form Initial Term**") unless earlier terminated in accordance with this Agreement, and, to the extent permitted by applicable law, will automatically renew for successive one-year terms thereafter (each, a "**Renewal Term**"), subject to fee increases for Renewal Terms in accordance with Section 2 above, unless one party notifies the other party of non-

renewal in writing at least 60 days prior to the end of the current Order Form Initial Term or Renewal Term. In the event notice of a price increase in section 2 is not provided to Client within 60 days prior to the end of the current Order Form Initial Term or Renewal Term, Client will have ten (10) days after notice of the price increase within which to provide the notice of non-renewal. If the Order Form contains a proration for a term less than one year, the Initial Term will extend to the end of the first full year of the Order Form.

2. **Termination.** Upon notice of termination, all outstanding invoices shall become immediately due and payable. Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not cure such breach within 30 days after its receipt of written notice of such breach.
3. **No Termination for Convenience.** Client is not entitled to terminate this agreement for any reason other than those contained in this Agreement. No termination for convenience is permitted.
4. **Termination for Lack of Funding**. If a Client is bound by state law which prevents it from committing to payment of funds beyond the current school fiscal year and if the funds designated for payment of Frontline Subscription Software and/or Services are not allocated in any succeeding school fiscal year, then Client may terminate the Order Form without penalty for such school fiscal year. Client is obligated to pay all charges incurred through the end of the last school fiscal year for which funds were appropriated. Client must notify Frontline within 30 days prior to the date of termination.
5. **Effects of Termination.** Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statement of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires, or is otherwise terminated. Upon the termination or expiration of this Agreement, the subscription rights and licenses granted to Client under Section 1.1 will terminate automatically and Client (a) shall immediately cease using the Subscription Software, Work Product, and Documentation; (b) shall immediately and permanently delete all components of the Subscription Software and Work Product (including, for clarity, all ancillary components such as an

associated SQL database) from all computers and devices (including all laptops, notebooks, workstations, servers, memory, or storage devises, etc.) in Client's possession or under Client's control, such that the Subscription Software and Work Product will not be available to any person after the date of termination or expiration unless read-only access has been elected in Order Form; and (c) for a period of 30 days, may request a copy of the Client Content that is in Frontline's possession in the format retained by Frontline or, at Frontline's discretion, be provided read-only access so that Client may download and retain Client Content. After the 30-day period, Frontline may, unless legally prohibited, delete all of Client's data in its systems or otherwise in its possession or control (except for such data that is contained in routine backups). The following provisions of this Agreement will survive expiration or termination: Sections 1.3, 1.4, 3.3, 4, 5, 6, 7, 8.2, 8.5 and 10 (all subparts). Frontline may (without limitation of any other rights or remedies) suspend Client's and its Authorized Users' use of the Subscription Software in the event that (A) Client is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five days following written notice to Client), (B) Client has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Subscription Software is necessary to avoid or mitigate harm to the security of Frontline's or any of its clients' systems or data. Any such suspension will not constitute a termination of this Agreement.

6. **Treatment of Bundled Discounts Upon Termination.** In the event that Client has been given a discount off of Frontline's list prices for bundling Subscription Software solutions and/or entering into a multi-year agreement, and Client terminates one or more of the bundled Subscription Software solutions or terminates prior to the end of the multi-year term, Frontline may charge Client an early termination fee of up to 25% of the annual subscription fee for the terminated solution(s) within thirty (30) days after termination. This clause will not apply in the event the Agreement was terminated as a result of Frontline's breach in accordance with section 8.2.

9. **District Ordering**. Any other school district in the same state as Client ("**School District**") may also purchase from Frontline a license or subscription to the Subscription Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Client under this Agreement (excluding Client's Order Forms and Statements of Work). Each School District will be separately liable for payment for such Subscription Software and Services and its compliance with this Agreement, and

neither Client nor School District will be liable for the acts, omissions, or obligations of any other School District under this Agreement. Frontline will have no obligations to provide any Subscription Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to this Agreement. By so doing, the School District agrees to be bound by this Agreement and for purposes of its order is considered "Client" as that term is used in this Agreement. In the event that Client and Frontline amend this Agreement (each an "**Amendment**"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to this Agreement upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

10. **General.**
    1. **Independent Contractors.** Frontline and Client are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever.
    2. **Assignment.** Client may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.
    3. **Compliance with Laws.** Client will comply with all local, state, and federal laws, regulations or other limitations in the use and operation of the Subscription Software. Client will not directly or indirectly export or transfer any technical data or software in violation of any laws, regulations rules or other limitations imposed by the US export control laws or that of any other country.
    4. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, except for Client's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any unforeseen delay, error, failure, or interruption of performance due to any act of God, United States or foreign governmental acts in either a sovereign or contractual capacity terrorism, pandemic, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, road icing or inclement conditions, flood, freight embargos, problems with the Internet, or act of any other person not under the control of such party.

5. **Payments.** Client's payment obligations under this Agreement are absolute and unconditional and are not subject to any abatement, reduction, defense, setoff counterclaim or recoupment due or alleged to be due as a result of any past, present or future claim that Client may have against Frontline.
6. **Additional Insured.** If the Client requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 7 above.
7. **Choice of Law/Venue.** This Agreement shall be governed by the laws of the State of Delaware, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in a federal or state court of competent jurisdiction in the state where the Client is located.
8. **Amendment.** This Agreement may be amended only by written agreement of the parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void.
9. **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
10. **Severability.** If any provision of this Agreement is held invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
11. **Construction.**This Agreement does not confer any rights or remedies upon any person other than the parties, except Frontline's suppliers. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."
12. **Counterparts.** The Order Form may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

Each of the parties has caused its authorized representative to execute the Order Form (which incorporates these terms) as of the Effective Date listed on the Order Form.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Ocean View Hills Schools
Erika Meza, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INDIAN HILLS CHRISTIAN CAMP

BACKGROUND INFORMATION:
To meet the needs of all of our students who are ELL and need visual and hands on learning we allow them to participate in this field trip to Indian Hills so they can feel and listen to what they're learning about, which helps them build on classroom instruction, gain a better understanding of topics, build cultural understanding and tolerance, and expose them to worlds outside their own. Students will have the opportunity to mine for gold using pans and a river, where they have the opportunity to experience the extraction of gold resources by mining as they have been studying in class.

Students participating in this field trip will be exposed to a variety of outdoor recreational activities that promote self-confidence building, teamwork, self-sufficiency, resilience and sense of belonging within the peer group. This field trip will offer a unique opportunity for students to create connections, which will help them gain understanding and develop an enjoyment of learning.

RECOMMENDATION:
Approve/Ratify the agreement with Indian Hills Christian Camp for 4th grade students from Ocean View Hills that participated in a field trip to Indian Hills Camp on February 15, 2023. Cost implications will be paid from the Title I funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement
All students, including English Learners, will improve annually in all content areas

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$2,326.00 (Amount)

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

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

15763 Lyons Valley Road
Jamul, California 91935
Phone: 619-669-6498
www.indianhillscamp.com

Field Trip Contract

Group Name: **Ocean View Hills School**
Grade Level: **4th**
Encampment Date **February 15th 2023**

Arrival: **9:00AM**
Departure: **2:00PM**

School/Group Info:

Principal's Name: Erika Meza
Principal's Email: erica.meza@sysdschools.org
School Address: 4919lk, Del Sol Blvd., San Diego, CA 92154

Group Leader's Name: Eric Chaisongkram
Group Leader's Email: eric.chaisongkram@sysdschools.org
Group Leader's Number: 619-813-1240

School Phone Number: 619-661-0457

Estimated Attendance:

Minimum attendance: 30 persons, or minimum payment of $510

150	Students ($17 each)
20	Teacher/Chaperones ($17 each)
18	*Free Chaperones (1 for every 8 students)*
$2,584	***TOTAL*** *minus free adults*

Classes:

See website for descriptions

☐	Pushing & Pulling	☐	BUGS!
☐	Animal Adaptations	X	Gold Mine
☐	Geology	☐	Web of Life
☐	Rattlesnakes	☐	Overland Trail

Field Trip Policies:

Initial

1. **DEPOSIT:** A ***Non-Refundable*** Deposit of 10% is required to reserve the requested date. Both the Reservation Contract and Deposit must be received together **within two weeks of receipt** of the contract (on the due date listed at the bottom) to secure the Field Trip reservation. The deposit will be applied to the total fee of the event.

2. **BALANCE PAYMENT**: Balance is due upon check-in at the IHC Office on the day of the Field Trip. Group may not be admitted if full payment is not received. PLEASE NOTE: IHC does not accept Purchase Orders on or after the event. Cash, check, or credit card payment from the school **must be submitted at check-in.**

3. **CAMP STORE (OPTIONAL)**: Due to staffing requirements, store requests must be made at the time of the initial Field Trip Reservation.

4. **TEACHER/CHAPERONE FEE:** ***After*** the minimum of 30 is met, for every 8 students, 1 teacher/chaperone may attend for free. Any individual student aids for special needs children may attend for free. Please notify Registrar.

5. **INSURANCE**: We require a Certificate of Liability Insurance from every group that comes to camp. It must name INDIAN HILLS CHRISTIAN CAMP & ROUGH ACRES FOUNDATION as additionally insured for the date covering your event. The coverage amount needs to be $1MM per occurance and $1MM aggregate minimum. Our address is: 15763 Lyons Valley Rd. Jamul, CA 91935.

   Due 2 WEEKS before Field Trip Date.

6. **PHOTO RELEASE**: The group will grant permission to Indian Hills Camp to take photographs of students and chaperones throughout their visit to Indian Hills Camp. By initialing, you understand that all photographs taken of students and chaperones are the sole property of Indian Hills Camp and may be posted on Indian Hills Camp's website and promotion/advertising activities of Indian Hills Camp.

9/24/2022	**$258**	**Signed Contract & 10% Deposit**
10/27/2022		**Certificate of Insurance**
2/16/2023	**$2,326**	**Balance Payment (Field Trip Date)**

Susan Hardwick — **9/10/2022**

Group Leader's Signature — **Date**

Principal's Signature — **Date**

INDIAN HILLS CAMP

15763 LYONS VALLEY ROAD, JAMUL, CA 91935 Phone (619) 669-6498

Participation, Release, Waiver, Assumption of Risk, & Indemnity Agreement

We are glad to have You here at Indian Hills Camp. While Indian Hills Camp makes every effort to provide a safe and pleasant environment for everyone, we do require that this Participation Agreement be read, filled out, signed and dated by the group leader for the group to participate in the activities that occur at Indian Hills.

The undersigned has asked Indian Hills Christian Camp ("IHCC") to allow the individual/group named below, sometimes referred to herein as the "participant", to participate in the Event and the activities offered at IHCC. Activities may include, but are not limited to, Archery, Paintball Range, Swimming, Zip Line, riding the BMX track, Biking, and strenuous competition games. If the participant named below is a minor, or the group includes participants which are minors, the undersigned hereby authorized IHCC to allow said minor to participate in all activities offered by IHCC. The undersigned a) acknowledges that participation in the Event and the offered activities involves a number of risks, including possible exposure to and illness from infectious diseases such as COVID19; b) acknowledges that participation in the Event and the offered activities involves physical exertion and other risks; c) is aware of the possibility of risk of injury and/or illness to individuals participating in the Event and participating or observing the activities; d) is aware that such risk of injury and/or illness includes, but is not limited to, risk of permanent disability, blindness, loss of hearing, or death; e) recognizes the need for each participant to follow all rules and directions given by any Staff Member; f) understand that each participant shall be required to wear any safety gear deemed necessary by IHCC and that it is the responsibility of each participant to do so; g) warrants that the physical and mental condition of the participant will enable him/her to participate safely in each of the activities listed above; h) understands and acknowledges that other risks to which the participant may be exposed include, but are not limited to, snake bite, insect bites and stings, exposure to poisonous plants, as well as risks associated with traveling along mountain roads and inclement weather.

The undersigned, individually and on behalf of their group and any minor participants named below, hereby waives and releases IHCC and its officers, directors, employees, agents, and insurers, and each of them, from any and all claims, demands, actions, causes of action and rights, (contingent, accrued, inchoate, or otherwise), which may arise out of, or in connection with, the participant's attendance at the above-referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

In addition, the undersigned agrees to defend and hold IHCC harmless from and against any and all claims, liabilities, expenses, damages, losses, causes of action, and suits (including, without limitation, attorney's fees and costs) arising out of, or any way related to, the participant's attendance at the above-referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

The undersigned hereby gives permission to IHCC to use any photographs, videos, and/or audio recordings of the participant for promotional materials, including the IHCC web site postings, without expectation of compensation, including but not limited to, any royalties, proceeds, and/or benefits derived from such photographs, videos, or audio recordings.

The undersigned hereby acknowledges that IHCC does not provide medical personnel and agrees that the undersigned shall be responsible for a) providing any emergency transportation required by the participant named below, and b) paying any medical and hospitalization costs incurred while attending the event. You grant permission to medical personnel to order X-rays, routine tests, and treatment for your health, and in the event that the participant is unable to assent during an emergency, the participant hereby gives permission to the attending medical personnel to hospitalize, secure proper treatment, and to order medical procedures and treatment as deemed necessary.

By signing this General Release and Waiver of Rights, the undersigned represents and warrants to IHCC that he/she is of legal age and competence to give a valid release on his/her behalf and, if signing on behalf of a group or of a minor participant, is the designated group leader or is the parent or legal guardian of the minor participant and has full authority to give a valid release on behalf on such minor. **ALSO, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS TO IHCC THAT THE PARTICIPANT'S PARTICIPATION IN THIS EVENT IS ENTIRELY VOLUNTARY AND IS NOT REQUIRED BY THE SCHOOL OR FOR ANY CLASS OR COURSE IN WHICH THE ATTENDEE MAY BE INVOLVED, OR BY ANY OTHER GROUP SPONSORING THE EVENT OR PROGRAM.**

Group Leader's name _____ Date of Birth _____ Dates of Camp _____

GROUP (Church, School, etc.):_____

Group Leader's signature

_____

Contact Phone (Home) _____ (Work) _____

Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SUBSCRIPTION AGREEMENT WITH NEXTGENMATH, LLC FOR A FREE PILOT OF THE NEXTGENMATH.COM PLATFORM

BACKGROUND INFORMATION:
The NextGenMath.com platform provides rigorous and unlimited Common Core Math practice organized by claims, targets, standards, and/or question stems that can be delivered to students from the district, site, or teacher level. Educators utilize this platform in a variety of ways, including supplementing core curriculum throughout the academic year, providing ongoing targeted intervention below, at, or above grade level, and providing standards-specific summer school programs with a progression or coherence approach.

NextGenMath, LLC will provide our District a free pilot to www.nextgenmath.com along with a complimentary 60-90 minute professional development training for teachers and administrators. During the pilot, our schools will have access to the following areas of the platform:

- Common Core Assessments
- Targets
- Standards Practice
- Conceptual Understanding
- Procedural Fluency Tiles

RECOMMENDATION:
Approve the subscription agreement with NextGenMath, LLC for the free pilot of the NextGenMath.com platform as a supplemental math program at no cost to the District

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 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

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

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

Free Pilot NextGenMath.com Subscription Agreement
Between NextGenMath, LLC and San Ysidro Elementary School District
March 1, 2023

NextGenMath, LLC will provide the San Ysidro Elementary School District a Free Pilot to www.nexgenmath.com. The Free Pilot will begin after this proposal is approved by the San Ysidro Elementary School District. The Free Pilot will conclude on April 31st, 2023 or may be extended by mutual agreement between NextGenMath.com and the San Ysidro Elementary School District.

Administrators, teachers and K-8 students will be rostered into NextGenMath.com via Clever. NextGenMath.com follows the California Student Data Privacy Policy.

NextGenMath, LLC will provide a complementary 60–90 minute professional development training for teachers and administrators which commences with the Free Pilot. Training dates and times will be arranged by mutual agreement between NextGenMath.com and the San Ysidro Elementary School District.

The School and/or District will have access to these five areas of the platform, Common Core Assessments, Targets, Standards Practice, Conceptual Understanding & Procedural Fluency Tiles. The Performance Tasks Tile is excluded from the 30-Day Free Pilot.

San Ysidro staff will be able to utilize the platform in its full-functionality (except for Performance Tasks) as if the school-site purchased a subscription. If the school site or district decides to purchase the nextgenmath.com subscription with a purchase date within the current school calendar year, all data and assignments created during the will be made available to San Ysidro Elementary School District staff and students for the remainder of the school-year.

Created Assignments in the Assignment Bank will be made available for the next school year with a subscription purchase. At any time this agreement may be terminated by San Ysidro Elementary School District.

All NextGenMath.com resources are copyright protected and may only be used during the pilot period or with an active subscription. At any time this agreement may be terminated the San Ysidro Elementary School District.

Joost J. deMoes 03/01/2023			
Signature	Date	Signature	Date
NextGenMath, LLC Authorized Signer		San Ysidro Elementary School District Authorized Signer	
Joost DeMoes	President		
Name	Title	Name	Title

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

San Ysidro Elementary School District

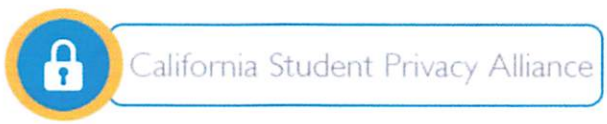
AND

Provider:

NextGenMath, LLC

Date:

March 10, 2023





This California Student Data Privacy Agreement ("DPA") is entered into by and between the San Ysidro Elementary School District (hereinafter referred to as "LEA") and NextGenMath, LLC (hereinafter referred to as "Provider") on March 10, 2023. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated March 10, 2023 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

   An annual subscription to nextgenmath.com for grades K-8

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

    a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

    b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.
ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Joost DeMoes
Title: President

Contact Information:
11278 Los Alamitos, Blvd #733, Los Alamitos, CA 90720
joost@nextgenmath.com
661-201-3236

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____

Contact Information

_____
_____
_____

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Joost DeMoes
Title: President

Contact Information:
11278 Los Alamitos, Blvd #733, Los Alamitos, CA 90720
joost@nextgenmath.com
661-201-3236

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: NextGenMath, LLC

BY: _____ Date: March 10, 2023

Printed Name: Joost DeMoes Title/Position: President

Local Education Agency: San Ysidro Elementary School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Free Pilot or Annual Subscription to NextGenMath.com for Students in Grades K-8

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	No
	Other application technology meta data-Please specify:	No
Application Use Statistics	Meta data on user interaction with application	Google Analytics monitor page hits
Assessment	Standardized test scores	No
	Observation data	No
	Other assessment data-Please specify:	nextgenmath.com data
Attendance	Student school (daily) attendance data	No
	Student class attendance data	No
Communications	Online communications that are captured (emails, blog entries)	No
Conduct	Conduct or behavioral data	No
Demographics	Date of Birth	No
	Place of Birth	No
	Gender	No
	Ethnicity or race	No
	Language information (native, preferred or primary language spoken by student)	No
	Other demographic information-Please specify:	No
Enrollment	Student school enrollment	Yes
	Student grade level	Yes
	Homeroom	No
	Guidance counselor	No
	Specific curriculum programs	No
	Year of graduation	No
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	No
	Email	No
	Phone	No

Parent/ Guardian ID	Parent ID number (created to link parents to students)	No
Parent/ Guardian Name	First and/or Last	No
Schedule	Student scheduled courses	No
	Teacher names	Yes
Special Indicator	English language learner information	No
	Low income status	No
	Medical alerts /health data	No
	Student disability information	No
	Specialized education services (IEP or 504)	No
	Living situations (homeless/ foster care)	No
	Other indicator information- Please specify:	No
Student Contact Information	Address	No
	Email	No
	Phone	No
Student Identifiers	Local (School district) ID number	Yes
	State ID number	Optional
	Provider/App assigned student ID number	No
	Student app username	Yes
	Student app passwords	Yes
Student Name	First and/or Last	Yes
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	No
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	No
Student Survey Responses	Student responses to surveys or questionnaires	No
Student work	Student generated content; writing, pictures etc.	Yes, drawing tool
	Other student	No

	work data - Please specify:	
Transcript	Student course grades	No
	Student course data	No
	Student course grades/perfor-mance scores	No
	Other transcript data -Please specify:	N?A
Transportation	Student bus assignment	No
	Student pick up and/or drop off location	No
	Student bus card ID number	No

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	N/A

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9,2023

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO NATURAL HISTORY MUSEUM

BACKGROUND INFORMATION:
The theme of the San Diego Natural History Museum is Fossil Tales of San Diego, which is a 60-minute performance with rotating stations. This region has a rich fossil record. Student's will investigate San Diego's past by trekking through 75 million years of geologic history. Interpret Museum murals and describe how the flora, fauna, and climate have changed over millions of years. Identify types of geologic plate movement by interacting with Museum models and attempt to solve the mysteries that remain as you explore fantastic fossils found in San Diego County which includes stations for exploring, oceans from the coast to the deep, pond pals, and ecologic time as rocks and fossils form the Earth's crust. Model the rock cycle and discover the patterns of fossil formation. They will also have some introductory materials that connect to common learning themes.

Willow School would like to use two days and two assemblies as an educational experience and perseverance performance that encourages communication from some students. Assembly times are 9:30am-10:30am and 10:45am-11:45am on Tuesday, April 4, 2023 and Tuesday, April 11, 2023.

RECOMMENDATION:
Approve the agreement with San Diego Natural History Museum to provide an educational experience regarding the Fossil Tales of San Diego for students of Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal #3: School Culture and Student Engagement ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐Yes ☒ No	☐ Yes ☐ No	

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

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

MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER

San Diego Natural History Museum (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

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

2. Scope of Services:

SPEAKER will provide an assembly/presentation related to **San Diego's Fossil Tales (Order Number 124866771).** The presentation(s) will be held at Willow Elementary School on a date and time agreed upon by both Parties during the remainder of school year 2022-23. Tentatively scheduled for April 8, 2023 and April 11, 2023.

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

3. Compensation:

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

4. Indemnification and Hold Harmless:

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

5. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

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

8. Termination:

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

9. Other:

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

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

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

SAN DIEGO NATURAL HISTORY MUSEUM
GUEST SPEAKER

Signature: _____Date: _____

Name: _____

Address:_____

Telephone: _____

Email: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Maria Rodriguez
Principal, Willow School
(619) 428-4476 ext. 3799
Maria.rodriguez@sysdschools.org

Erika Aviles
Administrative Secretary
(619) 428-4476 ext. 3797
Erika.aviles@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT B

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

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

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

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

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

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

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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

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

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

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

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

Signature	Date
Parent/Guardian Name	Phone

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

EXHIBIT C

INSURANCE:

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ❑ **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.

   ❑ **Additional Insured Endorsement**

2. ❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ❑ **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include

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

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2022-23 School Accountability Report Cards (SARC) to be published during the 2023-24 school year.

RECOMMENDATION:
Approve the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at the total cost of $8,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 5: Parent Engagement ~ Action 5.4: Improve home--school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language supports and modes for access.

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$8,300.00	General Fund
(Amount)	(Name of funding source and/or location)

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

School Innovations & Achievement

SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated March 10, 2023, 2023 (the "Agreement") is made by and between San Ysidro Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term**. This Agreement begins July 1, 2023 (the "Effective Date") and will automatically expire on June 30, 2024.

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:

   2.1 Compile the 2022/23 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services ("School Sites"). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.,* and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

   2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

   2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees**.

3.1 Fees. For Services provided pursuant to the terms of this Agreement as indicated in Exhibit C, District agrees to pay SI&A **$8,300** (the "Fee"), as indicated in Exhibit C – Price Quote for Services.

3.2 Payment Plan. The Fee is payable as follows:

	FY 2023/2024 **Due 07/01/2023**
Standard Annual Fee	**$8,300**

4. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

SCHOOL INNOVATIONS & ACHIEVEMENT

Signature:	
Date Signed:	2/24/2023
Print Name:	Matthew Hom
Title:	Controller
Company:	School Innovations & Achievement
Address:	5200 Golden Foothill Parkway
	El Dorado Hills, CA 95762
Phone:	(800) 487-9234
Fax:	(888) 487-6441

DISTRICT:

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Signature:	
Date Signed:	
Print Name:	Marilyn Adrianzen
Title:	Chief Business Official
Address:	4350 Otay Mesa Road
	San Ysidro, CA 92173
Phone:	(619) 428-4476
Fax:	(619) 690-4409 (EdServ)
Email	marilyn.adrianzen@sysdschools.org

Board approved:

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Payment**. For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

3. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than sixty (60) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.

4. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code; and Other Privacy Related Laws.**

   a. FERPA and California Educational Code and California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any **California District**, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data and "Deidentified information" (as defined in Education Code section 49703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

   b. Student Online Personal Information Protection Act ("SOPIPA"). SI&A does not knowingly use "Covered information" (as defined in Cal. Bus. & Prof. Code §§22584 to 2258 and hereinafter referred to as "Covered Information") or persistent unique identifiers for targeted advertising. SI&A does not knowingly develop student profiles with Covered Information or persistent unique identifiers, or sell or disclose Covered Information unless exceptions under SOPIPA apply.

   c. California Consumer Privacy Act ("CCPA"). SI&A is a "service provider" (as defined under Cal. Civ. Code §1798.140(v) and hereinafter referred to as "Service Provider"). SI&A, as a Service Provider, does not further collect, sell, or use the "personal information" (as defined under Cal. Civ. Code §1798.140 (o)) except as necessary to perform obligations under the Agreement.

9. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall

have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

School Innovations & Achievement

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. **Page Layout:**
   __X__ Single-Sided
   _____ Double-Sided

2. **Colors:**
   _____ Anthem (red, white, and blue)
   _____ Nantucket (shades of blue)
   _____ Coastal (blues and greens)
   _____ Greenhouse (greens and yellow)
   _____ Tide Pool (shades of teal)
   __X__ Other - please list 2-3 colors here: Same as last year.

3. **Photos:**
   __X__ Stock SI&A Photos
   __X__ District Supplied Photos*

   ** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. **District's SARC Contact:**
   Name: Elizabeth Originales
   Telephone: (619)428-4476 Ext. 3019
   E-mail: elizabeth.originales@sysdschools.org
   Physical Address: 4350 Otay Mesa Road, San Ysidro CA 92173
   (address where your SARC package will be mailed)

5. **Production Schedule and Deadlines:**

   a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.

   b. Critical phases of the Production Schedule include the following:
      i. Questionnaires to be completed by District and submitted to SI&A;
      ii. SI&A's initial SARC draft sent for District's review;
      iii. District's requested revisions of SARC provided to SI&A; and
      iv. SARC is published and shipped.

6. **Translation Services:** If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

EXHIBIT C

PRICE QUOTE FOR SERVICES

STANDARD ANNUAL FEE

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	635	$4,445
Spanish Translation	7	555	$3,885
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$8,300***
***Annual fee rounded to nearest $100**			

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar
Willow Elementary

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $17,755.50 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $17,755.50	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: 04-13-23		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Park Haven Apartments	Willow	$17,755.50	N/A	To purchase Chromebooks for student's perfect attendance & end of year.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-23

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 January 1, 2023 to March 31, 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 third quarter from January 1, 2023 to March 31, 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? ☐ Yes ☒ No

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

Requisition #

N/A (Amount)

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

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

☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH EMILY N. STEWART CONSULTING FOR PROFESSIONAL LEARNING AND INSTRUCTIONAL COACHING FOR PRESCHOOL

BACKGROUND INFORMATION:

The Preschool Program is requesting approval to enter into a services agreement with Emily N. Stewart Consulting to provide professional learning sessions and instructional coaching to Preschool teachers and instructional aides during the 2023-24 school year.

All sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met and will be aligned to the CA Preschool Learning Foundation and Curriculum Frameworks.

Training topics for Preschool include the following:

- ***Quality Instruction Series:*** Emotional Support Domain, ▪ Classroom Support Domain, ▪ Classroom Organization Domain
- ***Intentional Play Series:*** The Right to Play, ▪ Social Emotional Learning through Play, ▪ Literacy through Play, ▪ Math through Play, ▪ Science through Play, ▪ Don't be a Couch Potato-Physical Development in Early Learning
- ***Instructional Assistant Training:*** Instructional aides will learn strategies for supporting classroom practice through developmentally appropriate and quality interactions.

Instructional coaching models to be used are Observation and Reflection, Whisper and Coaching, Vicarious Learning, Curriculum Planning and Development with coaching observation log submitted monthly to agency director.

Cost implications to be paid from the CSPP fund for Preschool teachers and instructionals aides for a total of $54,500.00.

RECOMMENDATION:

Approve the service agreement with Emily N. Stewart Consulting for professional learning services and instructional coaching for Preschool teachers and instructional aides during the 2023-24 school year at the total cost of $54,500.00 from the CSPP funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$54,500.00	Preschool & Child Development CSPP Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Emily N. Stewart Consulting	951-609-4987
Company/Consultant	Telephone Number
2119 Mission Ave San Diego, CA 92116	www.refine-ed.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 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.

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**Emily N Stewart Consulting**	
Name:	Emily N. Stewart	
Title:	Owner, Principal Consultant	
Address:	2119 Mission Ave	
City/State/Zip Code:	San Diego, CA 92116	
Telephone:	951-609-4987	
Email:	msemilystewart@gmail.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Lorena Varela-Reed
Title:	Chief Business Official	Director, Preschool & CDC
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	Lorena.varela-reed@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

Emily N. Stewart Consulting
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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Diego County 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, county 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 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 Unified School District
Preschool Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. *In extenuating circumstances, all trainings will be presented virtually for staff.*

* All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format*

Professional Learning Sessions

Quality Interactions Series

Quality Interactions Overview *6 hours -- $3,000.00*

Early Learning education is summed up in two words: Quality Interactions. Through the lens of CLASS, participants will learn how highly effective interactions lead to improved outcomes through quality instruction, feedback, and relationships with young learners.

A Deeper Dive: Emotional Support Domain

2.5 hours -- $1,750.00

Emotional Support is the emotional connection between the teacher and students and among students. In addition, learning to communicate about emotions is a process that varies based on the personality and cultural background of each individual. Participants will build a lens to identify effective Emotional Support interactions and key strategies to build these interactions in throughout the day intentionally and unintentionally.

A Deeper Dive: Classroom Support Domain

2.5 hours -- $1,750.00

Empowering teachers in the Instructional Support domain through building knowledge of Instructional Support indicators and dimensions—and understand why they matter is critical to quality interactions. Participants will build a lens to identify effective Instructional Support interactions and key strategies to build these interactions in throughout the day intentionally and unintentionally.

A Deeper Dive: Classroom Organization Domain

2.5 hours -- $1,750.00

Early learning environments are nurturing spaces that support the development of all young children. They include classrooms, play spaces, areas for caregiving routines, and outdoor areas. Learning environments are well-organized and managed settings. They offer developmentally appropriate schedules, lesson plans, and indoor and outdoor chances for choice, play, exploration, and experimentation. Participants will build a lens to identify effective Classroom Support ideas and key strategies to build these interactions in throughout the day intentionally and unintentionally.

Play Series

The RIGHT to Play! *2.5 hours -$1,750.00*

Play is the essential vehicle for children learning a multitude of skills. Through the opportunity for play, children develop social interactions, language, conflict resolution, negotiating, and academic content. Participants will spend time developing an understanding of the research behind the importance of play and the necessary interactions and strategies that support children in making connections with 21st Century learning skills such as critical thinking, creativity, collaboration, communication and citizenship. Throughout the training, participants will be given ample opportunities to connect with play strategies, environment characteristics, and essential components of a play-based classroom.

Social Emotional Learning through Play *2.5 hours -$1,750.00*

Empowering teachers in the Instructional Support domain through building knowledge of Instructional Support indicators and dimensions—and understand why they matter is critical to quality interactions. Participants will build a lens to identify effective Instructional Support interactions and key strategies to build these interactions in throughout the day intentionally and unintentionally.

Literacy through Play *2.5 hours -$1,750.00*

Empowering teachers in the Instructional Support domain through building knowledge of Instructional Support indicators and dimensions—and understand why they matter is critical to quality interactions. Participants will build a lens to identify effective Instructional Support interactions and key strategies to build these interactions in throughout the day intentionally and unintentionally.

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

Play Series Continued…

Math through Play — *2.5 hours -$1,750.00*

Children are naturally inclined to develop an understanding of the world around them through hands on interactions. As an early educator, bringing awareness to concepts to these hands on experiences allows children to build deeper connections. Educators will learn play based, engaging ways to support early learners with numeracy, classifying, spatial awareness, and math reasoning skills with manipulatives that are already at their fingertips.

Science through Play — *2.5 hours -$1,750.00*

Connecting children with integrated science learning experiences to build content connections is essential to their schema development. Integrating content through STEM or STEAM lessons supports children in making meaningful and authentic connections about the world around them. These connections must be made from hands on, experiential learning, providing everyday experiences to prepare them to be excellent problem-solvers, creative collaborators, and thoughtful risk-takers, all 21st century skills.

Don't be a Couch Potato – Physical Development in Early Learning — *2 hours -- $1,500.00*

Physical development contributes to cognitive development – as children move and explore the world they learn about the properties of objects and their own capabilities. In the early years, children are establishing patterns of activity which will affect their whole future. It is widely believed that physical development can also help with the development of personal and social skills such as self-confidence, interaction, taking turns, getting along with others and so on. Participants will understand the continuum of physical development and aligned activities to embed in the classroom supporting children in both gross and fine motor development.

Instructional Assistant Training — *2.5 hours -$1,750.00*

Supporting classroom instruction is a critical component to an early learning environment. The pairing of developmentally appropriate practice and supporting classroom routines and procedures is essential to a well- run and child centered classroom. Participants will learn strategies for supporting classroom practice through developmentally appropriate and quality interactions

Preschool Environment & Curriculum Instructional Coaching — *$450.00 per teacher per month*

7-8 teachers per cycle, 2 cycles in 2023-2024

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
- Aligned to agency initiatives
- In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

Yearly Professional Learning Cost Breakdown

Quality Interactions Series	$8,250.00
Play Series	$8,500.00
Instructional Assistant Training	$1,750.00
Preschool Instructional Coaching	*$ 36,000.00*

Total 2023-2024 Cost: $54,500.00

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMILY N. STEWART CONSULTING

BACKGROUND INFORMATION:

Educational Services is requesting approval to enter into a services agreement with Emily N. Stewart Consulting to provide professional learning sessions to Transitional Kindergarten and Kindergarten/1st Grade teachers during the 2023-24 school year. This agreement also includes Administrator Developmentally Appropriate Practice Series, which will be done quarterly.

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundation and Curriculum Frameworks.

Services to be provided:

- ***For Transitional Kindergarten***: There will be a total of ten professional learning sessions and three Community of Practice sessions.
- ***For Administrators***: Four quarterly sessions based on developmentally appropriate practice and TK Classroom Walkthroughs.
- ***For Kindergarten and 1st Grade***: Hands On, Minds On Math Series - ▪ Hands On, Minds On-Building Math Concretely in Early Learning, ▪ Integrated Math Experiences, ▪ Math Talk and ▪ Mathematical Practices in Early Learning

Cost implications include $74,700.00 for Transitional Kindergarten teachers and Administrators and $12,000.00 for Kindergarten and 1st grade teachers for a total of $86,700.00.

RECOMMENDATION:

Approve the service agreement with Emily N. Stewart Consulting for professional learning services for Transitional Kindergarten teachers, administrators and for Kindergarten and 1st grade teachers during the 2023-24 school year at the total cost of $87,700.00 from the Title I PD fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.15 and 1.16.

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$87,700.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Emily N Stewart Consulting	951-609-4987
Company/Consultant	Telephone Number
2119 Mission Ave, San Diego, CA 92116	www.refine-ed.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 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.

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	**Emily N Stewart Consulting**	
Name:	Emily N. Stewart	
Title:	Owner, Principal Consultant	
Address:	2119 Mission Ave	
City/State/Zip Code:	San Diego, CA 92116	
Telephone:	951-609-4987	
Email:	Msemilystewart@gmail.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Cynthia Gonzalez
Title:	Chief Business Official	Executive Director, Educational Services
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 x3019
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@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**
Emily N Stewart 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 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

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

EXHIBIT A

San Ysidro Early Learning
Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format

TK Collaboration & Professional Development

Developing Responsive Relationships – Quality Interactions in Early Learning

2.5 hours -- $1,500.00

Early Childhood is a time when children are faced with learning the ins and outs of building their executive function to aid in self-regulation, and further building conflict resolution skills to support with cooperation and collaboration efforts in the learning environment. In early childhood settings, each moment that teachers and children interact with one another is an opportunity to develop positive relationships. Teachers can use a variety of strategies to build positive relationships with children and develop effective play strategies to support children in developing play structures with peers. It is important for teachers to use developmentally and individually appropriate strategies that take into consideration children's differing needs, interests, styles, and abilities. For preschool children, teachers encourage mutual respect between children and adults, use of positive guidance techniques and help children develop trusting relationships with their peers and teachers.

Don't Leave the Story in the Book! – Literacy in Early Learning

2.5 hours -- $1,500.00

Make & Take Materials – 650.00

Developing a LOVE for books begins at a very early age. Early learning literacy should be a time filled with rhyming, talking story, repetition, puppets, and enthusiastic children engaging with teaching staff in bringing stories to life. Dialogic Reading is a structure used to support early learners with connecting with a text. Through the use of purposeful questions, vocabulary, and interactive strategies; story telling comes alive in the classroom. Participants will discover the different layers to interactive storytelling including, purposeful questioning, intentional planning, interactive storytellers, and the use of repeated readings.

Using the Tools in Play based Experiences in the TK Environment

2.5 hours -- $1,500.00

Many teachers have new materials and resources in their environment that have not been discovered to support a play-based experience. Through a play-based lens, teachers will bring new materials to training to support their development of learning experiences which support and build opportunities for new learning invitations in the environment. New materials will be highlighted through a process-based planning lens to support teachers in the integration of various content learning and the use of new materials.

Small Group Instruction & Centers

2.5 hours -- $1,500.00

Make & Take Materials – 650.00

Utilizing small group instruction is a critical component to supporting new learning and providing differentiated experiences in Transitional Kindergarten. Participants will learn important aspects of the planning process and ELA/Math center rotations to support the teaching of differentiated skills and the practice of learned skills in a. Play-based approach. Teachers will learn the purpose of types of grouping structures in TK and the critical role ELA and Math center rotations will play in preparing early learners for independence in Kindergarten. Through reflection and collaborative planning participants will learn different types of activities which will provide reinforced large group connections and experiences in small group.

Integrated Math Experiences

2.5 hours -- $1,500.00

Make & Take Materials – 650.00

Early math is critical to children's development of 21st century skills such as: critical thinking, curiosity, and creativity. Engaging early learners in developing strategies and problem-solving skills is a cornerstone to supporting them on their math journey. The use of an integrated, paly-based approach is critical to the foundational development of these skills. However, the lack of intentionality to math skill building is evident in many early learning classrooms. Participants will engage with research supporting the importance of intentional teaching in math, and new strategies to engage preschoolers in math experiences that integrate multiple math domains and play as a vessel for this approach.

Meaningful Observations

2.5 hours -- $1,500.00

Assessing early learners is an essential component to providing learning experiences that support children in continued development. The use of the DRDP focuses on strengths rather than deficits, and encourages teachers to identify what a child can do and has achieved. TK students are concrete learners who are in the process of developing their oral language and fine-motor skills. Assessments for TK learners should be informal, authentic, and strength-based. Teachers can use this information to plan appropriate curriculum and instructional strategies. Effective teachers are decision makers; they observe, reflect, and respond to student needs by creating detailed lesson plans that provide guidance about what to teach and how to teach. Developmentally appropriate assessments inform TK instruction as teachers monitor each student's knowledge, skills, and interests.

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

San Ysidro Early Learning
Professional Learning Proposal

Transitional Kindergarten Community of Practice
Virtual Training Follow Up

Community of Practice Training Follow Up — $750.00 each

One hour virtual community of practice following trainings allow for teachers to feel supported in their implementation of training strategies and pose follow up questions for further support.

TK Environment & Curriculum Instructional Coaching — *$450.00 per teacher per month*

- Initial Observation and Reflection Conference with Goal Setting
- Weekly coaching resources aligned to the teacher's goals
- Aligned to agency initiatives
- In person, monthly visits with classroom resources
- Instructional Coaching Models used: Observation and Reflection, Whisper Coaching, Vicarious Learning, Curriculum Planning and Development
- Coaching Observation Log submitted monthly to agency director

TK Curriculum Play Based Planning — FULL DAY *$3000.00 each*

ELA Planning Day
Math Planning Day

Using the district adopted curriculum, participants will have opportunities to develop grade level plans and activities through a play-based approach. The trainer will work through an identified process of using the current curriculum and classroom materials to support play-based instruction in the TK classrooms.

Hands On, Minds On Math Series – TK

Hands On, Minds On – Building Math Concretely in Early Learning — *2.5 hours -- $1,500.00 each*

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Using the *Conceptual, Pictorial, Abstract* model, participants will develop and take away strategies and structures to apply to their daily instruction and refine their instructional practice.

Integrated Math Experiences — *2.5 hours -- $1,500.00 each*

Early math is critical to children's development of 21st century skills such as: critical thinking, curiosity, and creativity. Engaging early learners in developing strategies and problem-solving skills is a cornerstone to supporting them on their math journey. The use of an integrated, paly-based approach is critical to the foundational development of these skills. However, the lack of intentionality to math skill building is evident in many early learning classrooms. Participants will engage with research supporting the importance of intentional teaching in math, and new strategies to engage preschoolers in math experiences that integrate multiple math domains and play as a vessel for this approach.

Math Talk — *2.5 hours -- $1,500.00 each*

Math talk plays a critical role in the development of new math skills. Learners have the opportunity to discuss their thinking, hear the thinking of others, and develop new vocabulary around grade level content. Participants will learn new strategies to support young learners in developing skills around math discourse and communicating their thinking and understanding around new math skills.

Mathematical Practices in Early Learning — *2.5 hours -- $1,500.00 each*

The 8 mathematical practices are key strategies to support 21st century learners in developing structures to confront application of new math skills. Through an early learning lens, we will discuss opportunities to support each of the mathematical practices for younger learners in a concrete and hands on way. Participants will develop an understanding of each of the mathematical practices and strategies to integrate and embed them to build supports for the productive struggle of learning new math skills.

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

Administrator Developmentally Appropriate Practice Series $1,500.00 each

A quarterly administrator series based on developmentally appropriate practice. Each quarter the administrators will receive a reputable, research based article prior to our meeting. We will discuss through reflection and highlight the important components of the topic through new learning application. Each meeting will be followed up with TK Classroom walkthroughs to reinforce and highlight evidence of the topic.

Quarter 1 – Setting the Stage: TK Environment & Play-Based Learning
Quarter 2 – Daily Schedule: Large & Small Group Instruction
Quarter 3 – Content Curriculum in TK: Building Concrete Content Experiences
Quarter 4 – Assessment & Play: How we Observe and Assess Early Learners

Transitional Kindergarten School & Classroom Walkthroughs – Fall & Spring $1,000.00 per school, per quarter

Yearly Professional Learning Cost Breakdown

Don't Leave the Story in the Book		*$1,500.00*
Using New TK Tools in the Environment		*$1,500.00*
Small Group Instruction to Support Differentiation		*$1,500.00*
Developing Responsive Relationships		*$1,500.00*
Integrated Math Experiences		*$1,500.00*
Meaningful Observations		*$1,500.00*
3 Make & Take Training Material Sets		*$11,700.00*
TK Play-Based Curriculum Planning	*2 FULL Days @ 3,000.00*	*$6,000.00*
Community of Practice	*4 @ $750.00 each*	*$3,000.00*
TK Instructional Coaching	*6 teachers per month @$450 per teacher, per month*	*$27,000.00*
TK Conceptual Math Series		*$6,000.00*
Administrator DAP Series		$6,000.00
Administrator Walkthroughs		$6,000.00
	Total Cost for 2023-2024 Yearly Professional Learning:	*$74,700.00*

Emily N Stewart Consulting
msemilystewart@gmail.com
951.609.4987

San Ysidro Early Learning
Professional Learning Proposal

Professional Growth Sessions

All professional growth sessions will utilize agency data, reflections, feedback to ensure the agency needs are being met. Further, all trainings will be aligned to the CA Preschool Learning Foundations and Curriculum Frameworks. All trainings will include handouts, giveaways, and training materials, and can be facilitated in a face to face or virtual format

Hands On, Minds On Math Series – Kindergarten & First Grade

Hands On, Minds On – *Building Math Concretely in Early Learning* *2.5 hours -- $1,500.00 each*

As young children are developing an awareness of numeracy, they begin to see it as a unique attribute they can apply to the world around them. The development of mathematical skills through hands on interactions becomes an essential skill to building a conceptual understanding of number and logic. Hands-On, Minds-On is a structure to support teachers in understanding how conceptual learning is solely developed through multiple modalities of learning. This conceptual understanding is critical for all early learners in accessing mathematical understanding, but specifically supports English Language learners or children with a special need. Using the *Conceptual, Pictorial, Abstract* model, participants will develop and take away strategies and structures to apply to their daily instruction and refine their instructional practice.

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The 8 mathematical practices are key strategies to support 21st century learners in developing structures to confront application of new math skills. Through an early learning lens, we will discuss opportunities to support each of the mathematical practices for younger learners in a concrete and hands on way. Participants will develop an understanding of each of the mathematical practices and strategies to integrate and embed them to build supports for the productive struggle of learning new math skills.

Yearly Professional Learning Cost Breakdown

Conceptual Math Series

Kindergarten	*$6,000.00*
First Grade	*$6,000.00*

Total Cost for 2023-2024 Yearly Professional Learning*:* *$12,000.00*

Emily N Stewart Consulting
msemilystewart@gmail.com
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 14, 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 therapists, 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:
1. Speech therapy: $90.00/30 minutes, $150.00/60 minutes

RECOMMENDATION:
Approve the agreement with Speech Tree Therapy Center to provide speech therapy services during school year 2022-2023. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$90.00/$150.00	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of April 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: April 15, 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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:
As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

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

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

District is waiving this requirement _____ .

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

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

COMPANY:	**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@speechtreetherapycenter.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Speech Tree Therapy Center
Firm Name

Signature of Authorized Agent

Erca Lawson, President
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 ECTION 45125.1 and
Penal Code section 667.5l or a serious felony listed in Penal Code section 1192.7l
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision l 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 667.5l or a serious felony listed in Penal Code section 1192.7l.

_____(*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 667.5l or a serious felony listed in Penal Code section 1192.7l.

_____(*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 667.5l or a serious felony listed in Penal Code section 1192.7l.
- 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 _____

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

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

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

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

EXHIBIT A

To provide individual speech therapy to students with special needs, per attached rates.

speech tree
THERAPY CENTER

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 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 cancelled 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: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH TWIG EDUCATION, INC.

BACKGROUND INFORMATION:

The Next Generation Science Standards (NGSS) bring science instruction up to date, reflecting new understanding of not only knowledge and skills, but of how students learn best. NGSS emphasizes a deeper focus on understanding the cross-cutting concepts within and across scientific disciplines. These new standards integrate engineering practices with science practices to help students understand the workings of science and the natural world.

Our District completed the Next Generation Science Standards pilot process following State guidelines. Teachers met to discuss the strengths and weaknesses of each piloted program and based on their reviews; they selected the Twig Science program from Twig Education. Twig Science California promotes equitable, inclusive, and accessible learning environments for 21st century students.

Educational Services needs to enter into an agreement with Twig Education for the implementation of the Twig Science program. This 6-year package includes teacher guides, student editions, and hands-on science kits for all grades, district wide digital access as well as professional development for all teachers in grades Transitional Kindergarten (TK) through 5th.

RECOMMENDATION:

Approve the 6-year purchase agreement with Twig Education, Inc. for the adoption and implementation of the Twig Science Program for students in grades TK – 5th at the total cost of $707,450.71 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$707,450.71	ESSER III Fund
(Amount)	(Name of funding source and/or location)

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

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	3/21/2023
Quote No.	299871
Acct. No.	03:sa:CA:12205510
Total	$707,450.71
Pricing Expires	6/19/2023

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173

Payment Schedule	Contract Start	Contract End
	4/1/2023	3/31/2029

Qty	Description	Comment	End Date
San Ysidro School District			
5	Grade 1, Teacher Edition Bundle (Module 1-4)		03/31/2029
5	Grade 2, Teacher Edition Bundle (Module 1-4)		03/31/2029
5	Grade 3, Teacher Edition Bundle (Module 1-4)		03/31/2029
5	Grade 4, Teacher Edition Bundle (Module 1-5)		03/31/2029
5	Grade 5, Teacher Edition Bundle (Module 1-4)		03/31/2029
5	Grade K, Teacher Edition Bundle (Module 1-4)		03/31/2029
23	Twig Grade 1, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-4), Teacher Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		03/31/2029
25	Twig Grade 2, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-4), Teacher Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		03/31/2029

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/twig-standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Twig's written consent.

San Ysidro School District

Signature:
Print Name: Marilyn Adrianzen
Title: CBO
Date:

Imagine Learning Representative

Board approved: 04-13-23

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

imagine learning | twig SCIENCE

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	3/21/2023
Quote No.	299871
Acct. No.	03:sa:CA:12205510
Total	$707,450.71
Pricing Expires	6/19/2023

Qty	Description	Comment	End Date
26	Twig Grade 3, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-4), Teacher Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		03/31/2029
23	Twig Grade 4, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-5), Teacher Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-5, 7 Level Readers (Modules 1-5), and 1 Set of Tradebooks		03/31/2029
24	Twig Grade 5, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-4), Teacher Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		03/31/2029
21	Twig Grade K, 6 YR Class Implementation Pack - CA, includes Teacher Edition Bundle (Modules 1-4), Teacher Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		03/31/2029
5	Twig Grade TK, Teacher Edition, Modules 1-8		03/31/2024
16	Twig Grade TK/PK, Science Kit Bundle (Modules 1-8)		03/31/2024
26	Twig Science Essentials Kit Grade 3 - 720053		03/31/2024
23	Twig Science Essentials Kit Grade 4 - 720011		03/31/2024
24	Twig Science Essentials Kit Grade 5 - 720036		03/31/2024
23	Twig Science Kit Grade 1 - Module 1 - 720012		03/31/2024
23	Twig Science Kit Grade 1 - Module 2 - 720014		03/31/2024
23	Twig Science Kit Grade 1 - Module 3 - 720016		03/31/2024
23	Twig Science Kit Grade 1 - Module 4 - 720018		03/31/2024
25	Twig Science Kit Grade 2 - Module 1 - 720037		03/31/2024
25	Twig Science Kit Grade 2 - Module 2 - 720039		03/31/2024
25	Twig Science Kit Grade 2 - Module 3 - 720041		03/31/2024
25	Twig Science Kit Grade 2 - Module 4 - 720043		03/31/2024
26	Twig Science Kit Grade 3 - Module 1 - 720045		03/31/2024
26	Twig Science Kit Grade 3 - Module 2 - 720047		03/31/2024
26	Twig Science Kit Grade 3 - Module 3 - 720049		03/31/2024
26	Twig Science Kit Grade 3 - Module 4 - 720051		03/31/2024
23	Twig Science Kit Grade 4 - Module 1 - 720103		03/31/2024
23	Twig Science Kit Grade 4 - Module 2 - 720105		03/31/2024
23	Twig Science Kit Grade 4 - Module 3 - 720107		03/31/2024
23	Twig Science Kit Grade 4 - Module 4 - 720101		03/31/2024
23	Twig Science Kit Grade 4 - Module 5 - 720109		03/31/2024
24	Twig Science Kit Grade 5 - Module 1 - 720028		03/31/2024
24	Twig Science Kit Grade 5 - Module 2 - 720030		03/31/2024

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	3/21/2023
Quote No.	299871
Acct. No.	03:sa:CA:12205510
Total	$707,450.71
Pricing Expires	6/19/2023

Qty	Description	Comment	End Date
24	Twig Science Kit Grade 5 - Module 3 - 720032		03/31/2024
24	Twig Science Kit Grade 5 - Module 4 - 720034		03/31/2024
21	Twig Science Kit Grade K - Module 1 - 720020		03/31/2024
21	Twig Science Kit Grade K - Module 2 - 720022		03/31/2024
21	Twig Science Kit Grade K - Module 3 - 720024		03/31/2024
21	Twig Science Kit Grade K - Module 4 - 720026		03/31/2024
23	Twig Science Kit Repl Grade 1 - Module 1 - 720013		03/31/2025
23	Twig Science Kit Repl Grade 1 - Module 2 - 720015		03/31/2025
23	Twig Science Kit Repl Grade 1 - Module 3 - 720017		03/31/2025
23	Twig Science Kit Repl Grade 1 - Module 4 - 720019		03/31/2025
25	Twig Science Kit Repl Grade 2 - Module 1 - 720038		03/31/2025
25	Twig Science Kit Repl Grade 2 - Module 2 - 720040		03/31/2025
25	Twig Science Kit Repl Grade 2 - Module 3 - 720042		03/31/2025
25	Twig Science Kit Repl Grade 2 - Module 4 - 720044		03/31/2025
26	Twig Science Kit Repl Grade 3 - Module 1 - 720046		03/31/2025
26	Twig Science Kit Repl Grade 3 - Module 2 - 720048		03/31/2025
26	Twig Science Kit Repl Grade 3 - Module 3 - 720050		03/31/2025
23	Twig Science Kit Repl Grade 4 - Module 1 - 720104		03/31/2025
23	Twig Science Kit Repl Grade 4 - Module 2 - 720106		03/31/2025
23	Twig Science Kit Repl Grade 4 - Module 3 - 720108		03/31/2025
23	Twig Science Kit Repl Grade 4 - Module 4 - 720102		03/31/2025
23	Twig Science Kit Repl Grade 4 - Module 5 - 721010		03/31/2025
24	Twig Science Kit Repl Grade 5 - Module 1 - 720029		03/31/2025
24	Twig Science Kit Repl Grade 5 - Module 2 - 720031		03/31/2025
24	Twig Science Kit Repl Grade 5 - Module 3 - 720033		03/31/2025
24	Twig Science Kit Repl Grade 5 - Module 4 - 720035		03/31/2025
21	Twig Science Kit Repl Grade K - Module 1 - 720021		03/31/2025
21	Twig Science Kit Repl Grade K - Module 2 - 720023		03/31/2025
21	Twig Science Kit Repl Grade K - Module 3 - 720025		03/31/2025
21	Twig Science Kit Repl Grade K - Module 4 - 720027		03/31/2025
8	Twig TK, 6 YR Class Implementation Pack, includes Teacher Digital Subscription and Teacher Edition Modules 1-8, Activity Worksheet Bundle, Science Investigation Posters (Modules 1-8), Vocabulary Cards (Modules 1-8), and 25 Student Digital Subscriptions.		03/31/2029

Subtotal	$679,093.86
Tax Total	$28,356.85
Total	$707,450.71

TERMS AND CONDITIONS OF COMPANY SERVICE

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Twig Education Inc., a subsidiary of Imagine Learning LLC ("Company") and the Customer identified on the Price Quote for Services. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary, or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer that references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting, and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video, and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Price Quote for Services or if the Services are terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services or this Agreement.

2.2 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users, not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those license and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** – provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** – provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** – available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** – provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote for Services. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in

and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses (**"**Open Source Software**"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company's modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) calendar days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) calendar days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term (as defined in Section 11.1), provided that Company provides Customer with written notice of such change at least sixty (60) calendar days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving government funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Services performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services but not for use with an audience beyond that of Authorized Users. As between the parties, Customer owns all right, title, and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent

right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique user identification ("User ID"). User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols, and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content, and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICES, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this requirement.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all data protection and privacy laws, rules, and regulations ("Applicable Laws") applicable to its performance under this Agreement. Company's Privacy Policy (as may be updated by Company from time to time) is incorporated by reference into these terms and conditions and contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical, and physical security measures designed to protect Confidential Information from unauthorized access, disclosure, and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, patent, or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing intellectual property, software, or services that do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors, or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including, without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end user, (b) Customer's unauthorized use of Services hereunder and/or Customer's breach or alleged breach of any of this Agreement, including, without limitation, its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder except to the extent the indemnifying party has suffered actual material prejudice by such failure; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term ("Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12, and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a school or district or other state or municipal governmental agency (a "State School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the jurisdiction where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. If Customer is a State School, each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to any such suit or action in any court of competent jurisdiction located where the Customer resides. If Customer is not a State School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all applicable laws, rules, and regulations that are applicable to its use of the Services hereunder. Notwithstanding anything in this Agreement to the contrary, each party acknowledges and agrees that any violation of Sections 9.1 or 9.2 will cause immediate and irreparable injury, loss, and harm to the other party, that money damages would not afford an adequate remedy, and the other party will be entitled, without waiving any other rights or remedies, without the necessity of showing any actual damages, and without the necessity of providing any bond or security, to seek injunctive or equitable relief and specific performance of section 9.1 of this Agreement and may apply at any time for an injunction or specific performance before any court of competent jurisdiction anywhere in the world. If either party commences any legal action arising out of or relating to this Agreement, the prevailing party in the action will be entitled, in addition to any other rights and remedies it may have, to recover from the other party in the action the reasonable costs and attorneys' fees that it incurred in the action, including, without limitation, copy costs and expert and consultant fees and expenses.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list Customer (including, without limitation, by using Customer's name and/or Customer's logo, as determined by Company) as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services, contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws, rules, and regulations and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws, rules, and regulations.

13.8 Notice. All notices, demands, requests, and other communications required or permitted under this Agreement must be in writing and in the English language. Notices must be given by: (a) personal delivery with a signed acknowledgement of receipt; (b) electronic mail with acknowledgment of receipt; or (c) a commercial courier service, delivery charge prepaid, return receipt requested. Notice will be deemed effective on the earliest of: (i) the date of personal delivery to the other Party with signed acknowledgement of receipt; (ii) the date of acknowledgment of receipt of the electronic mail by the Party receiving the notice by electronic mail; or (iii) the date of receipt by the other Party as stated on the return receipt.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date of last signature below.

TWIG EDUCATION LIMITED, a subsidiary of IMAGINE LEARNING LLC	**CUSTOMER:**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Addendum for Professional Development

1. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Price Quote for Services, Company may also provide Professional Development Services, which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Price Quote for Services ("PD Services"). Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

    a. **Charges for PD Services.** Before delivering PD Services, Company must receive a signed Price Quote for Services specifying the number of hours included and the cost of the services provided and must complete all necessary setup and implementation services required to demonstrate and use the Services. PD Services will be available for use by Customer only during the Term of the Subscription.

    b. **Use of Customer's Facilities.** If Company will provide any PD Services at Customer's premises, Customer shall advise Company in advance of any instructor requirements for Company personnel, and Company will be responsible for ensuring that all Professional Development personnel meet and comply with all such requirements.

    c. **Forfeiture & Cancellation of PD Services.** PD Services purchased but not scheduled and delivered within the first year of the Term will be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if PD Services are changed or cancelled less than seven (7) calendar days prior to the scheduled delivery date. Company reserves time exclusively for the Customer once PD Services have been scheduled. If Customer is a no-show or cancels scheduled PD Services in less than seven (7) calendar days before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of PD Services.

2. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of PD Services are subject to Section 3 of the Terms and Conditions, are the property of Company, and Customer may not record, reproduce, or copy such content without Company's express written authorization.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH HEALTH4HIRE, INC.

BACKGROUND INFORMATION:

Health4Hire, Inc. offers *Puberty: The Wonder Years*™, this is a puberty education curriculum for students in grades 4, 5, and/or 6. This curriculum was created it in response to requests from schools who want to equip young people to postpone sex and respect themselves and others as they experience puberty.

Following the Health Education Framework, our Health Education Curriculum Taskforce selected *Puberty: The Wonder Years*™ as the curriculum to be used by our teachers and students in grades 5th and 6th. For this reason, the District will enter into a service agreement with Health4Hire, Inc. for the implementation and training services of the *Puberty: The Wonder Years*™ program.

The term of this service agreement is 5 years at the total cost of $25,418.00 and includes the following:

- 2021 5th Grade Curriculum + Add-On Lessons E and F, 5-Year Digital Subscription - $22,140.00
- Printed copy of 2021 PWY curriculum - $300.00
- Handling fee per hard copy curriculum guide or video - $18.00
- Hybrid training for two sessions - $4,000.00 (Virtual Trainings only)

RECOMMENDATION:

Approve/Ratify the 5-year service agreement with Health4Hire, Inc. for the professional development and implementation of the *Puberty: The Wonder Years*™ program as Health Education Curriculum for students in grades 5th and 6th at the total cost of $26,498.00 from the Health Education Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.14 and 1.15

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$26,498.00	Health Education Grant
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Health4Hire, Inc. DBA Puberty: The Wonder Years	(844)782-3789
Company/Consultant	Telephone Number
1101 Fairfield Ave. NW, Grand Rapids, MI 49504	www.PubertyCurriculum.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: March 15, 2023 To: March 14, 2028

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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:	Wendy Sellers	
Title:	RN, MA, FASHA, CSE, Author	
Address:	1101 Fairfield Ave. NW	
City/State/Zip Code:	Grand Rapids, MI 49504	
Telephone:	(844)782-782-3789	
Email:	Wendy.sellers@pubertycurriculum.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Cynthia Gonzalez
Title:	Chief Business Official	Executive Director of Educational Services
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 x3019
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@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**
Health4Hire, Inc. DBA Puberty: The Wonder Years	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Wendy L. Sellers, CEO	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved/Ratified: 04-13-23

Revised 08-01-2020

Wendy L. Sellers
Health 4 Hire, Inc.

San Ysidro School District

EXHIBIT A: DESCRIPTION OF SERVICES TO BE PROVIDED

Professional development for San Ysidro educator will be provided by Wendy L. Sellers of Health 4 Hire, Inc. / Puberty: The Wonder Years and will include the following Hybrid Training: *(Note: Trainings are virtual only.)*

- Access to the asynchronous online Prework Course prior to the live webinar training.
- *Puberty: The Wonder Years* training webinar for 3 hours on April 25, 2023.
- *Puberty: The Wonder Years* training webinar for 3 hours on April 27, 2023.

Consultant will provide:

- resources to support planning and communication regarding the Hybrid Training on *Puberty: The Wonder Years*
- preparation email text for San Ysidro to send to registrants
- follow-up email communication to participants
- Online Prework Course platform
- webinar link and platform
- facilitation of the PD sessions

Health 4 Hire / Puberty: The Wonder Years
1101 Fairfield Avenue NW
Grand Rapids, MI 49504
(844) 782-3789
orders@PubertyCurriculum.com
www.PubertyCurriculum.com

INVOICE

BILL TO
Sandra Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173 USA

SHIP TO
Sandra Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173 USA

INVOICE # 1988
DATE 03/17/2023
DUE DATE 04/16/2023
TERMS Net 30

PRODUCT OR SERVICE	QTY	RATE	AMOUNT
Services:Consulting Hybrid training for two sessions	2	2,000.00	4,000.00

PO#9752

BALANCE DUE **$4,000.00**

Health 4 Hire / Puberty: The Wonder Years
1101 Fairfield Avenue NW
Grand Rapids, MI 49504
(844) 782-3789
orders@PubertyCurriculum.com
www.PubertyCurriculum.com

INVOICE

BILL TO
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4350 Otay Mesa Road
San Ysidro, CA 92173 USA

SHIP TO
Sandra Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173 USA

INVOICE # 1987
DATE 03/17/2023
DUE DATE 04/16/2023
TERMS Net 30

PRODUCT OR SERVICE	QTY	RATE	AMOUNT
Electronic delivery:2021 Puberty The Wonder Years, Grade 5 - 5-year - CA Package 2021 5th Grade Curriculum + Add-On Lessons E and F, 5-year digital subscription	41	540.00	22,140.00
Product:2021 Puberty The Wonder Years, Grade 5 - Hard Copy Printed copy of 2021 PWY curriculum	6	50.00	300.00
Fee:Handling Handling fee per hard copy curriculum guide or video	6	3.00	18.00

PO#9754 Added subscriptions per email on 2023-4-5.
No tax will be collected.

SUBTOTAL	22,458.00
TAX	0.00
SHIPPING	40.00
TOTAL	22,498.00
BALANCE DUE	**$22,498.00**

Passive Consent Form for Parents/Guardians
for ***Puberty: The Wonder Years***

Dear Parent/Guardian:

We are about to begin teaching *Puberty: The Wonder Years* in our class. As a parent, you have several rights **(adjust this list to fit your state law and district policies)**:

- You may preview the curriculum and materials. To do so, please contact:
  (Insert name of person who will schedule previews.)
- You may view the lessons being taught if you wish. To do so, please contact:
  (Insert name of person who will schedule lesson observations.)

If you decide that your child should not participate in some or all of the lessons, they will be excused without penalty. To do so, complete the Exclusion Request below and return it to the school office.

Exclusion Request

1. If you want your child to participate in the puberty lessons described on the attached list, you do not need to return this form.
2. If you want your child to be excused from some or all of the puberty lessons this year, please:

   ☐ Initial this box.

   Complete this form.

   Circle the lessons on the attached curriculum outline that you want your child to "opt out."
   Return the curriculum outline and this completed form to the person above.

3. If you want your child to be excused from all the puberty lessons this school year and all sex education each year hereafter, please:

   ☐ Initial this box.

   Complete this form.

   Return this completed form to the person above.

Student Name: _____

Address: _____

Parent/Guardian Signature: _____ Date: _____

Puberty: the Wonder Years Grade 5

Lessons & Student Learning Objectives

LESSON 1: Ready, Set, Grow!

Objectives Students will be able to:
• Participate in classroom discussions and related activities in a way that is respectful of themselves, their peers, teachers as demonstrated by active participation in community guideline creation and use of guidelines in discussions.
• Demonstrate preparation to have a conversation with a parent or other trusted adult about puberty by describing three strategies to prepare for the conversation.
• Demonstrate preparation to have a conversation with a parent or other trusted adult about puberty by identifying two adults they could engage in conversation.

LESSON 2: Puberty and the Male Reproductive System

Objectives Students will be able to:
• Display their communication skills by talking with a parent or other trusted adult about puberty using the second family activity sheet as evidenced by the adult's signature on the activity sheet.
• Describe five changes that typically occur in people assigned male at birth during puberty after viewing a video about puberty.
• Identify terms for the anatomy of the male reproductive system by labeling a diagram, matching at least four out of six terms.

LESSON 3: Puberty and the Female Reproductive System

Objectives Students will be able to:
• Display their communication skills by talking with a parent or other trusted adult about puberty using the second family activity sheet as evidenced by the adult's signature on the activity sheet.
• Describe five changes that typically occur in people assigned female at birth during puberty after viewing a video about puberty.
• Identify terms for the anatomy of the female reproductive system by labeling a diagram, matching at least five out of seven terms.

LESSON 4: Reproduction

Objectives Students will be able to:
• Describe two key changes in puberty that indicate an individual is physically capable of becoming pregnant or getting someone pregnant.
• Explain the roles of eggs, sperm, and sexual intercourse in reproduction.
• List ways pregnancy can occur by giving three examples.

LESSON 5: Personal Hygiene and Healthy Habits

Objectives Students will be able to:
• Distinguish between accurate and inaccurate sources of information about puberty by listing five or more accurate sources.
• Develop a personal puberty plan to show their intent to implement personal hygiene and healthy habits.
• Identify benefits of delaying close sexual contact, including prevention of STIs and pregnancy by naming three benefits of waiting.

LESSON 6: Social and Emotional Changes

Objectives Students will be able to:
• Identify six social and emotional changes and the role of hormones during puberty.
• Demonstrate respectful communication and boundaries when responding to biographies about peers who are going through puberty.

LESSON 7: Consent

Objectives Students will be able to:
• Explain consent, personal boundaries, and bodily autonomy by identifying their presence in scenarios and creating two cartoons to illustrate consent.
• Identify situations where consent is violated and strategies for responding to uncomfortable or dangerous situations, including sexual harassment, by analyzing scenarios and naming three actions to take.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH MCGRAW HILL EDUCATION FOR THE ADOPTION AND IMPLEMENTATION OF THE IMPACT CALIFORNIA SOCIAL SCIENCE FOR MIDDLE SCHOOL

BACKGROUND INFORMATION:

The History-Social Science (SSH) state content standards were designed to encourage the highest achievement of every student, by defining the knowledge, concepts, and skills that students should acquire at each grade level.

Our District completed the adoption process to comply with the requirements of the California History-Social Science Framework. A committee of teachers from our middle schools reviewed and piloted different HSS materials. Teachers selected the IMPACT California Social Science program from McGraw Hill Education.

IMPACT: California Social Studies is a dynamic, student-centered program designed to help teachers make an impact in the classroom, and to inspire students to make an impact on the world around them.

Educational Services needs to enter into an agreement with McGraw Hill Education for the implementation of the Impact: CA Social Studies program. This 8-year package includes student and teacher materials for 7th and 8th grade, and digital access.

Cost implications include: $99,860.76 for San Ysidro Middle and $68,869.50 for Vista Del Mar Middle for a total of $168,730.26.

RECOMMENDATION:

Approve the purchase agreement with McGraw Hill Education for the adoption and implementation of the Impact: CA Social Studies program for 7th and 8th grade students at the total cost of $168,730.26 from the Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$168,730.26	Arts and Music Discretionary Block Grant
(Amount)	(Name of funding source and/or location)

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

Because learning changes everything.®

QUOTE PREPARED FOR:

San Ysidro Middle School
4345 OTAY MESA RD
SAN YSIDRO, CA 92173-1623
ACCOUNT NUMBER: 208995

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Kimberly Kirkpatrick
kimberly.kirkpatrick@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times	$50,396.00	($2,459.00)	$47,937.00
CA IMPACT Grade 8 United States History and Geography, Growth and Conflict	$47,200.20	($2,459.00)	$44,741.20
PRODUCT TOTAL*	**$97,596.20**	**($4,918.00)**	**$92,678.20**
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$7,182.56
GRAND TOTAL*			**$99,860.76**

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	04/03/2023	ACCOUNT NAME: San Ysidro Middle School		EXPIRATION DATE:	05/18/2023
QUOTE NUMBER:	MCLEA-04032023011554-001	ACCOUNT #: 208995		PAGE #:	1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times					
Student Resources					
IMPACT CA G7 CMP DGTL/PRNT SE BDL W/STDYSYNCBLASTS 8YRSUB WRLDHISTGEOGMEDERLYMT	978-0-07-684971-0	300	$159.79	$0.00	$47,937.00
			Student Resources Subtotal:	**$0.00**	**$47,937.00**
Teacher Resources					
IMPACT CALIFORNIA G7 TEACHER EDITION WRLD HIST & GEOG MEDIEVAL ERLY MODERN TIMES	978-0-07-675588-2	4	$140.89	$563.56	*Free Materials
IMPACT CALIFORNIA G7 ONLINE TE 8 YR SUB WRLD HIST&GEOG MEDIEVAL ERLY MODRN TIMES	978-0-07-675595-0	4	$419.91	$1,679.64	*Free Materials
IMPACT CALIFORNIA G7 CHPTR TSTS&LESN QUIZ WRLD HIST&GEOG MEDEVAL ERLY MODRN TIME	978-0-07-906356-4	4	$28.18	$112.72	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8 YR SUB (CONNECT2)	978-0-07-691168-4	4	$25.77	$103.08	*Free Materials
			Teacher Resources Subtotal:	**$2,459.00**	**$0.00**
			CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times Subtotal:	**$2,459.00**	**$47,937.00**
CA IMPACT Grade 8 United States History and Geography, Growth and Conflict					
Student Resources					
IMPACT CA G8 CMP DGTL/PRNT SE BNDL WITH STUDYSYNC BLASTS 8YR SUB US HISTGEOG GC	978-0-07-684996-3	280	$159.79	$0.00	$44,741.20
			Student Resources Subtotal:	**$0.00**	**$44,741.20**
Teacher Resources					
IMPACT CALIFORNIA G8 TEACHER EDITION US HIST & GEOG GROWTH & CONFLICT	978-0-07-675570-7	4	$140.89	$563.56	*Free Materials
IMPACT CALIFORNIA G8 ONLINE TEACHER ED 8 YR SUB US HIST GEOG GROWTH & CONFLICT	978-0-07-675567-7	4	$419.91	$1,679.64	*Free Materials
IMPACT CALIFORNIA G8 CHPTR TSTS & LESSON QUIZ US HIST & GEOG GROWTH & CONFLICT	978-0-07-906343-4	4	$28.18	$112.72	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8 YR SUB (CONNECT2)	978-0-07-691168-4	4	$25.77	$103.08	*Free Materials
			Teacher Resources Subtotal:	**$2,459.00**	**$0.00**
			CA IMPACT Grade 8 United States History and Geography, Growth and Conflict Subtotal:	**$2,459.00**	**$44,741.20**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 04/03/2023 ACCOUNT NAME: San Ysidro Middle School EXPIRATION DATE: 05/18/2023
QUOTE NUMBER: MCLEA-04032023011554-001 ACCOUNT #: 208995 PAGE #: 2

Because learning changes everything.®

QUOTE PREPARED FOR:

San Ysidro Middle School
4345 OTAY MESA RD
SAN YSIDRO, CA 92173-1623
ACCOUNT NUMBER: 208995

CONTACT:

VALUE OF ALL MATERIALS	$97,596.20
FREE MATERIALS	($4,918.00)
PRODUCT TOTAL*	**$92,678.20**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$7,182.56
GRAND TOTAL	**$99,860.76**

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	04/03/2023	ACCOUNT NAME: San Ysidro Middle School		EXPIRATION DATE:	05/18/2023
QUOTE NUMBER:	MCLEA-04032023011554-001	ACCOUNT #: 208995		PAGE #:	3

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QUOTE PREPARED FOR:

Vista Del Mar Middle School
4885 Del Sol Blvd
San Diego, CA 92154
ACCOUNT NUMBER: 14783181

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Kimberly Kirkpatrick
kimberly.kirkpatrick@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times	$33,802.25	($1,844.25)	$31,958.00
CA IMPACT Grade 8 United States History and Geography, Growth and Conflict	$33,802.25	($1,844.25)	$31,958.00
PRODUCT TOTAL*	**$67,604.50**	**($3,688.50)**	**$63,916.00**
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$4,953.50
GRAND TOTAL*			**$68,869.50**

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

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Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	04/03/2023	ACCOUNT NAME: Vista Del Mar Middle School		EXPIRATION DATE:	05/18/2023
QUOTE NUMBER:	MCLEA-04032023011545-001	ACCOUNT #: 14783181		PAGE #:	1

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times					
Student Resources					
IMPACT CA G7 CMP DGTL/PRNT SE BDL W/STDYSYNCBLASTS 8YRSUB WRLDHISTGEOGMEDERLYMT	978-0-07-684971-0	200	$159.79	$0.00	$31,958.00
			Student Resources Subtotal:	**$0.00**	**$31,958.00**
Teacher Resources					
IMPACT CALIFORNIA G7 TEACHER EDITION WRLD HIST & GEOG MEDIEVAL ERLY MODERN TIMES	978-0-07-675588-2	3	$140.89	$422.67	*Free Materials
IMPACT CALIFORNIA G7 ONLINE TE 8 YR SUB WRLD HIST&GEOG MEDIEVAL ERLY MODRN TIMES	978-0-07-675595-0	3	$419.91	$1,259.73	*Free Materials
IMPACT CALIFORNIA G7 CHPTR TSTS&LESN QUIZ WRLD HIST&GEOG MEDEVAL ERLY MODRN TIME	978-0-07-906356-4	3	$28.18	$84.54	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8 YR SUB (CONNECT2)	978-0-07-691168-4	3	$25.77	$77.31	*Free Materials
			Teacher Resources Subtotal:	**$1,844.25**	**$0.00**
			CA IMPACT Grade 7 World History and Geography, Medieval and Early Modern Times Subtotal:	**$1,844.25**	**$31,958.00**
CA IMPACT Grade 8 United States History and Geography, Growth and Conflict					
Student Resources					
IMPACT CA G8 CMP DGTL/PRNT SE BNDL WITH STUDYSYNC BLASTS 8YR SUB US HISTGEOG GC	978-0-07-684996-3	200	$159.79	$0.00	$31,958.00
			Student Resources Subtotal:	**$0.00**	**$31,958.00**
Teacher Resources					
IMPACT CALIFORNIA G8 TEACHER EDITION US HIST & GEOG GROWTH & CONFLICT	978-0-07-675570-7	3	$140.89	$422.67	*Free Materials
IMPACT CALIFORNIA G8 ONLINE TEACHER ED 8 YR SUB US HIST GEOG GROWTH & CONFLICT	978-0-07-675567-7	3	$419.91	$1,259.73	*Free Materials
IMPACT CALIFORNIA G8 CHPTR TSTS & LESSON QUIZ US HIST & GEOG GROWTH & CONFLICT	978-0-07-906343-4	3	$28.18	$84.54	*Free Materials
SOCIAL STUDIES STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8 YR SUB (CONNECT2)	978-0-07-691168-4	3	$25.77	$77.31	*Free Materials
			Teacher Resources Subtotal:	**$1,844.25**	**$0.00**
			CA IMPACT Grade 8 United States History and Geography, Growth and Conflict Subtotal:	**$1,844.25**	**$31,958.00**

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QUOTE DATE: 04/03/2023 ACCOUNT NAME: Vista Del Mar Middle School EXPIRATION DATE: 05/18/2023
QUOTE NUMBER: MCLEA-04032023011545-001 ACCOUNT #: 14783181 PAGE #: 2

Because learning changes everything.®

QUOTE PREPARED FOR:

Vista Del Mar Middle School
4885 Del Sol Blvd
San Diego, CA 92154
ACCOUNT NUMBER: 14783181

CONTACT:

VALUE OF ALL MATERIALS	$67,604.50
FREE MATERIALS	($3,688.50)
PRODUCT TOTAL*	**$63,916.00**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$4,953.50
GRAND TOTAL	**$68,869.50**

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

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By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	04/03/2023	ACCOUNT NAME: Vista Del Mar Middle School		EXPIRATION DATE:	05/18/2023
QUOTE NUMBER:	MCLEA-04032023011545-001	ACCOUNT #: 14783181		PAGE #:	3

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THESE TERMS OF SERVICE, together with the Terms of Use and the Privacy Notice, form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. **THE SOLUTION.**
   McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the Terms of Use in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

2. **ADDITIONAL TERMS.**
   All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.

3. **ADDITIONAL SERVICES.**
   McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. **APPLICABLE PRIVACY LAW.**
   Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data,

an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

5. **SUBSCRIBER DATA.**
   All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

6. **MCGRAW HILL USE OF SUBSCRIBER DATA.**
   As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. **LOCATION OF SERVICES.**
   We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

8. **OWNERSHIP.**
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   B. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual,

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9. **RESTRICTIONS ON USE.**
Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

10. **TERM AND TERMINATION.**
This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

11. **EFFECT OF TERMINATION OR EXPIRATION.**
Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

12. **CONFIDENTIALITY.**
The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

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Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF

SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. **LIABILITY.**
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

15. **INDEMNIFICATION.**
McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

16. **MISCELLANEOUS.**
The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Click here to view Terms of Use.
Click here for the Spanish language version of the Terms of Service.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE COMPREHENSIVE K-12 HEALTH EDUCATION PROGRAM

BACKGROUND INFORMATION:

The Comprehensive K-12 Health Education grant program was created in partnership with the County of San Diego Health and Human Services Agency (HHSA). Districts submitted applications for grant funding through this program to update health education programming to align to the California Health Education Framework in any of the six content areas. Our District was awarded with the SDCOE K-12 Comprehensive Health Education Grant, on February 22, 2022.

The Agreement with the San Diego County Superintendent of Schools for the Comprehensive K-12 Health Education grant program was originally approved by our Governing Board on April 14, 2022, and it has been amended to reflect the following:

1. Extend the contract end date to October 15, 2023.
2. SYSD will receive additional $10,000.00 to complete the following additions to the current Scope of Work:
   - Identify and/or purchase and implement Nutrition and Physical Activity curriculum that is sustainable beyond the funding period.
   - Train staff to effectively implement Nutrition and Physical Activity instruction.
   - Purchase resources, materials, and equipment to support sustainable Nutrition and Physical Activity instruction.

All the terms not specifically changed by this amendment shall remain in full force and effect as stated in the agreement.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with San Diego County Superintendent of Schools to extend the term of the Comprehensive K-12 Health Education Program and to received additional $10,000.00 from the Health Education Grant.

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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Grant Award:	
$10,000.00	SDCOE Health Education Grant
(Amount)	(Name of funding source and/or location)

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

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of March 28, 2023 and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Consultant**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Consultant are parties to County Agreement No. 21221188 dated February 23, 2022. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

- Extend contract end date to October 15, 2023.
- Consultant will receive an additional $10,000 to complete the following additions to the current Scope of Work (Exhibit A):
    - Identify and/or purchase and implement Nutrition and Physical Activity curriculum that is sustainable beyond the funding period
    - Train staff to effectively implement Nutrition and Physical Activity instruction
    - Purchase resources, materials and equipment to support sustainable Nutrition and Physical Activity instruction

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: EMERGENCY CONNECTIVITY FUND (ECF) PROGRAM

BACKGROUND INFORMATION:
The FCC's Emergency Connectivity Fund (ECF) is a $7.171 billion program that will help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period.

The Universal Service Administrative Co. awarded the District $954,405.49 for technology equipment. The ECF Program will cover reasonable costs of laptop and Wi-Fi hotspots for off-campus use by students, school staff, and library patrons. Below are the proposed use of funds.

Proposed Use of Funds	
Vendor & Device	**Grant Fund**
Trafera – HP ProBook 450 Laptops (90 for staff)	$42,505.49
Trafera – HP Chromebook 11MK G9 EE (550)	$237.050.00
Trafera – HP Chromebook 11MK G9 EE (1200 touchscreen)	$517,200.00
SDCOE – Verizon Hotspot Service (12 months)	$157,650.00
Total	**$954,405.49***

RECOMMENDATION:
Accept the Universal Service Administrative Company's Emergency Connectivity Fund (ECF) in the amount of $954,405.49 and Approve the purchase of technology equipment.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

AWARD	
$954,405.49	Emergency Connectivity Fund (ECF)
(Amount)	(Name of funding source and/or location)

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

Universal Service Administrative Co.

March 22, 2023

ECF Revised Funding Commitment Decision Letter

2022

Contact Information:
Kathy Carroll
SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD.
SAN YSIDRO CA 92173
kcarroll@csmcentral.com

ECF FCC Form 471: ECF202203573
Request Type: PC Request
Application Nickname: ECF2022SanYsidroUSD-Devices and Services - #ECF202203573 - Service Substitution
BEN: 143674
Obligation Adjustment File: 13

Totals

Original Commitment Amount	$954,405.49
Revised Commitment Amount	**$954,405.49**

What is in this letter?

Thank you for submitting your post-commitment request for the Emergency Connectivity Fund (ECF) Program.

Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received.

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.[1]

The Commission in the Emergency Connectivity Fund Report and Order provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program. Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

- **If the applicant is invoicing:** After receiving the ECF-supported eligible equipment and/or services, the applicant will file the ECF FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If the applicant requests reimbursement prior to paying its service provider(s), the applicant will be required to provide verification that it paid its service provider(s) within 30 days of receipt of funds.
- **If the service provider is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the ECF FCC Form 474, the Service Provider Invoice (SPI) Form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

[1] The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap,* WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) *(Emergency Connectivity Fund Report and Order)* If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order,* attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through https://www.sam.gov) and subaward activity (through http://www.fsrs.gov) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed $30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver,** visit the Appeals section in the Emergency Connectivity Fund (ECF) Portal and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's website for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision,** please submit it to the FCC in proceeding number WC Docket No. 21-93 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).

ECF Revised Funding Commitment Decision Overview

Revised Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Commitment	Request Decision
ECF2290004222	San Diego County Office of Education	PC Request	$157,650.00	NO CHANGES MADE
ECF2290004227	Trafera, LLC	PC Request	$42,505.49	NO CHANGES MADE
ECF2290004247	Trafera, LLC	PC Request	$754,250.00	APPROVED

BEN Name: SAN YSIDRO SCHOOL DISTRICT
BEN: 143674

ECF FCC Form 471: ECF202203573
Obligation File: 13

Request Number:	**Request Type:**	**Request Decision:**
ECFPC202300626	PC Request	NO CHANGES MADE

FRN:	**Service Type:**	**Original Status:**	**Revised Status:**
ECF2290004222	Services	Funded	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	12		
Total Eligible Recurring Charges	$157,650.00	Total Eligible One Time Charges	$0.00
Revised Committed Amount		**$157,650.00**	

Dates	
Service Start Date	7/1/2022
Service End Date	6/30/2023
Service Delivery Date	12/31/2023
Invoice Deadline Date	2/29/2024

Service Provider Information	
Service Provider	San Diego County Office of Education
SPIN (498ID)	

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Revised Funding Commitment Decision Comments:

No changes made.

Rationale:

No changes made to this FRN.

BEN Name: SAN YSIDRO SCHOOL DISTRICT
BEN: 143674

ECF FCC Form 471: ECF202203573
Obligation File: 13

Request Number:	**Request Type:**	**Request Decision:**
ECFPC202300626	PC Request	NO CHANGES MADE

FRN:	**Service Type:**	**Original Status:**	**Revised Status:**
ECF2290004227	Equipment	Funded	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	18		
Total Eligible Recurring Charges	$0.00	Total Eligible One Time Charges	$42,505.49
Revised Committed Amount		**$42,505.49**	

Dates	
Service Start Date	7/1/2022
Service End Date	12/31/2023
Service Delivery Date	12/31/2023
Invoice Deadline Date	2/29/2024

Service Provider Information	
Service Provider	Trafera, LLC
SPIN (498ID)	143052823

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Revised Funding Commitment Decision Comments:

No changes made.

Rationale:

No changes made to this FRN.

BEN Name: SAN YSIDRO SCHOOL DISTRICT
BEN: 143674

ECF FCC Form 471: ECF202203573
Obligation File: 13

Request Number:	**Request Type:**	**Request Decision:**
ECFPC202300626	PC Request	APPROVED

FRN:	**Service Type:**	**Original Status:**	**Revised Status:**
ECF2290004247	Equipment	Funded	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	18		
Total Eligible Recurring Charges	$0.00	Total Eligible One Time Charges	$754,250.00
Revised Committed Amount		**$754,250.00**	

Dates	
Service Start Date	7/1/2022
Service End Date	12/31/2023
Service Delivery Date	12/31/2023
Invoice Deadline Date	2/29/2024

Service Provider Information	
Service Provider	Trafera, LLC
SPIN (498ID)	143052823

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Revised Funding Commitment Decision Comments:

FRN Line Item # 1 was split to agree with the applicant documentation. The new FRN Line Item # for 550 HP Chromebook 11MK G9 EE MT8183C 4G 32G (non-touch screen) Laptops is 3 for the amount of $220,000.00. The product remaining in the original FRN Line Item # 1 is 1200 HP Chromebook 11MK G9 EE TCHMT8183C 4G/32G (touchscreen) Laptops for the amount of $480,000.00.

Rationale:

Your Service Substitution request to change the device model is approved.

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.§§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: VEEAM SUBSCRIPTION RENEWAL

BACKGROUND INFORMATION:
The District has previously implemented the VEEAM Backup & Recovery Software which is vital to the safety and security of our computer network and its data. This system has a yearly service and maintenance subscription for technical support and to ensure the software is up to date.

BorderLAN is a reseller who specializes in protecting business, government and schools from advanced network threats and can provide renewals for these systems.

Below is an itemized breakdown of the renewal costs:

BorderLAN Cybersecurity Inc.	
VEEAM Backup and Recovery Basic Maintenance Renewal (12 Months)	$2,736.00
VEEAM Backup and Recovery Basic Maintenance Renewal (24 Additional Months)	$5,424.00
Total 12 Month Cost	**$8,160.00***

RECOMMENDATION:
Approve the VEEAM Backup and Recovery 36-month subscription renewal through BorderLAN at a cost of $8,160.00 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 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$8,160.00
(Amount)

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

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

BorderLAN CYBERSECURITY

Protecting What Matters Most

San Ysidro School District - Veeam Renewal 36M

Prepared For

San Ysidro School

Todd Lewis

Document Number

BLIQ4636



BorderLAN Cyber Security

Protecting What Matters Most

QUOTE #	BLIQ4636
DATE	3/10/2023

Prepared For:

Todd Lewis

San Ysidro School District

4350 Otay Mesa Road
San Diego, CA 92173

P: (619)428-4476

E: todd.lewis@sysdschools.org

Prepared By:

Matt Killian

Sales Manager

Portland, OR

P: 760-232-4660

E: matt@borderlan.com

PO Number	Payment Terms	Valid Through
	NET 30	Apr 9, 2023

Notes:

Here is the quote you requested.

	Unit Price	Qty	Ext. Price
VEEAM Backup and Recovery Basic Maintenance Renewal, 12 Months of Service V-VBRSTD-VS-P01AR-00 4/8/2023 - 4/7/2024 Electronic Delivery	$228.00	12	$2,736.00

	Unit Price	Qty	Ext. Price
VEEAM Backup and Recovery Basic Maintenance Renewal, 24 Additional Months of Service V-VBRSTD-VS-PB2AR-00 4/8/2024 - 4/7/2026 Electronic Delivery	$452.00	12	$5,424.00

Solution Subtotal	$8,160.00
Sales Tax	$0.00
Shipping	$0.00
Grand Total	**$8,160.00**

Deposit Required	**$8,160.00**

Payment Options

Select your preferred payment option / purchase terms*:

X Purchase Order # _____

[ ] ACH Direct Purchase (purchase amount $8,160.00)
[ ] Check Purchase (purchase amount $8,160.00)
[ ] Credit Card Purchase (purchase amount $8,404.80) [includes +$244.80 payment type Surcharge]

** If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.*

Terms of Service:

BorderLAN is a 3rd party provider of manufacturer products and services which are re-sold and provided as ("Services"). Unless specified as BorderLAN Services, the Services sold by BorderLAN are created and supported the respective product manufacturer. Upon purchase of any Services, you agree to the specific products END USER LICENSE AGREEMENT from the product manufacturer of your purchase whether such Agreement was provided to you prior to or post purchase. By using our purchasing Services, you are agreeing to these Terms of Service. Please read them carefully.

Purchasing our Services

Purchasing our Services occurs with there is an issuance of a Purchase Order, payment via credit card, or request of an invoice by you, hereby called ("Purchase") and such Purchase may not be cancelled once an order is placed unless it is specified in writing in a signed executed contract. Non payment of any Purchase is not allowed and BorderLAN must pursue collection of non-payed debt. For this reason we recommend our Customers evaluate products prior to a Purchase commitment. Financed or multiple year payment contracts also may not be cancelled but can be accelerated with early payments.

Using Services

Each Service contains proprietary software and or hardware along with materials and information that should not be tampered with or shared with general public. Services may be used only as permitted by law, including applicable export laws and regulations. Using Services does not give you ownership of any intellectual property rights in the Purchased Services.

Services we represent are primarily not BorderLAN's. The use and content of Services is the sole responsibility of the entity manufacturer that makes it available. We believe that you own your data and and the usage of the Service that moves, manipulates or otherwise backs up, archives, fiters or encrypts data. We encourage you to properly learn the Services once Purchased to ensure you continue to have access to such data.

As a customer who has Purchased Services from BorderLAN, we may send you service announcements, customer service messages, and other information. You may opt out of communications.

Terminating Services

Unit Price	Qty	Ext. Price

As Services are sold as a PRE-PAYMENT for a terms, you can stop using Purchased Services at any time but will not receive a refund, nor may cancel any future payments committed via contract that is considered a Purchase.

Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER BORDERLAN NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, BORDERLAN and BORDERLAN'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BORDERLAN, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO 25% OF THE AMOUNT YOU PAID US TO USE THE SERVICES. IN ALL CASES, BORDERLAN, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

About these Terms

BorderLAN may modify these terms or any additional terms that apply to a Service. The laws of California, U.S.A., will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of San Diego, California, USA, and upon Purchase you consent to jurisdiction in those courts.

SHIPPING DELAYS AND EQUIPMENT AVAILABILITY

Due to the current global supply chain condition, especially with technology equipment, shipping delays OR partial/incomplete shipments ARE to be expected. Availability or status of availability of equipment and/or accessories from vendors are subject to availability of components. BorderLAN will order equipment based on acceptance of this quote, and customer must pay for equipment according to the net terms offered. Some types of equipment have expected delays in Shipping dates, thus Customer Agrees that equipment shipment may change depending on supply chain delays. BorderLAN will order equipment upon acceptance of this quote and pay for equipment per the terms BorderLAN is required to pay, thus the Customer Agrees a cancellation is not allowable once the equipment is ordered regardless of delay of shipping. In acceptance of this quote, the customer recognizes and accepts the supply chain issues, inventory availabilities and status of availabilities are out of the control of BorderLAN, Inc. and its vendors/partners. BorderLAN, Inc. and its vendors/partners will work diligently to fulfill all backordered/delayed equipment items as soon as possible as they become available.

To accept this quotation, sign here and return: Marilyn Adrianzen, CBO

Thank You For Your Business!

Date: _____ Board approved: 04-13-23

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BENCHMARK EDUCATION TO RENEW AND UPGRADE THE CORE ENGLISH LANGUAGE ARTS CURRICULUM: ADVANCED/ADELANTE PROGRAM FOR GRADES KINDER THROUGH 6TH

BACKGROUND INFORMATION:

Benchmark Education Company operates with the firm belief that literacy proficiency changes lives. Its enduring goal is to empower all students with the agency and skills they need to succeed, by publishing innovative literacy resources of the highest quality for learners and educators, advancing knowledge, growth, and achievement.

Our District adopted the Advance/Adelante English Language Arts curriculum in 2018. Educational Services needs to enter into a new agreement with Benchmark Education to renew and upgrade the current version of this program. The updated version includes Benchmark Phonics, which offers a structured literacy approach with an emphasis on the application of learning to reading and writing.

The term of this agreement is from July 2023 to June 2028.

RECOMMENDATION:

Approve the 5-year agreement with Benchmark Education to renew and upgrade the Core English Language Arts curriculum for grades kindergarten to sixth at the total cost of $822,132.50 from the Lottery fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.21 and 1.25

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$822,132.50	Lottery Fund
(Amount)	(Name of funding source and/or location)

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

BENCHMARK EDUCATION COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 43698

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Customer:
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173-1617
United States

Ship To:
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY7684D	Benchmark Advance 2022 (National Edition) Gr. K Classroom Package 25-Copy Print and Digital 5-Year	Current	$4,360.00	18	$78,480.00
XY7685D	Benchmark Advance 2022 (National Edition) Gr. 1 Classroom Package 25-Copy Print and Digital 5-Year	Current	$4,360.00	18	$78,480.00
BEC_TO COME	Benchmark Advance 2022 (National Edition) Gr. 2 Classroom Package 25-Copy Print and Digital 5-Year	Current	$5,100.00	19	$96,900.00
BEC_TO COME	Benchmark Advance 2022 (National Edition) Gr. 3 Classroom Package 25-Copy Print and Digital 5-Year	Current	$5,100.00	19	$96,900.00
XY7688D	Benchmark Advance 2022 (National Edition) Gr. 4 Classroom Package 30-Copy Print and Digital 5-Year	Current	$5,190.00	19	$98,610.00
XY7689D	Benchmark Advance 2022 (National Edition) Gr. 5 Classroom Package 30-Copy Print and Digital 5-Year	Current	$5,190.00	18	$93,420.00
XY7690D	Benchmark Advance 2022 (National Edition) Gr. 6 Classroom Package 30-Copy Print and Digital 5-Year	Current	$5,190.00	19	$98,610.00
XY9404D	Benchmark Adelante 2023 (National Edition) Gr. K Classroom Package 25-Copy Print and Digital 5-Year	Current	$4,795.00	8	$38,360.00
XY9405D	Benchmark Adelante 2023 (National Edition) Gr. 1 Classroom Package 25-Copy Print and Digital 5-Year	Current	$4,795.00	8	$38,360.00
XY9406D	Benchmark Adelante 2023 (National Edition) Gr. 2 Classroom Package 25-Copy Print and Digital 5-Year	Current	$5,610.00	8	$44,880.00
BEC_TO COME	Express (National Edition) Gr. K Teacher Package Print and Digital 5-Year	Current	$805.00	28	$22,540.00
Discount (Custom)	28 Gratis Sets				($22,540.00)

BENCHMARK EDUCATION COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 43698

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Office Phone:
Phone: (619) 395-0668

Product Code	Title	Price Level	Unit Price	Qty	Total Price
BEC_TO COME	Express (National Edition) Gr. 1 Teacher Package Print and Digital 5-Year	Current	$805.00	28	$22,540.00
Discount (Custom)	28 Gratis sets				($22,540.00)
BEC_TO COME	Express (National Edition) Gr. 2 Teacher Package Print and Digital 5-Year	Current	$805.00	29	$23,345.00
Discount (Custom)	29 Gratis Sets				($23,345.00)
BEC_TO COME	Express (National Edition) Gr. 3 Teacher Package Print and Digital 5-Year	Current	$805.00	19	$15,295.00
Discount (Custom)	19 Gratis Sets				($15,295.00)
BEC_TO COME	Express (National Edition) Gr. 4 Teacher Package Print and Digital 5-Year	Current	$805.00	19	$15,295.00
Discount (Custom)	19 Gratis Sets				($15,295.00)
BEC_TO COME	Express (National Edition) Gr. 5 Teacher Package Print and Digital 5-Year	Current	$805.00	18	$14,490.00
Discount (Custom)	18 Gratis Sets				($14,490.00)
BEC_TO COME	Express (National Edition) Gr. 6 Teacher Package Print and Digital 5-Year	Current	$805.00	19	$15,295.00
Discount (Custom)	19 Gratis Sets				($15,295.00)
BEC_TO COME	Express (National Edition) Gr. K Student Package Single Copy Print and Digital 5-Year	Current	$275.00	280	$77,000.00
Discount (Custom)	280 Gratis Sets				($77,000.00)
BEC_TO COME	Express (National Edition) Gr. 1 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	280	$77,000.00
Discount (Custom)	280 Gratis Sets				($77,000.00)

BENCHMARK EDUCATION COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 43698

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Product Code	Title	Price Level	Unit Price	Qty	Total Price
BEC_TO COME	Express (National Edition) Gr. 2 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	290	$79,750.00
Discount (Custom)	290 Gratis Sets				($79,750.00)
BEC_TO COME	Express (National Edition) Gr. 3 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	190	$52,250.00
Discount (Custom)	190 Gratis Sets				($52,250.00)
BEC_TO COME	Express (National Edition) Gr. 4 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	190	$52,250.00
Discount (Custom)	190 Gratis Sets				($52,250.00)
BEC_TO COME	Express (National Edition) Gr. 5 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	180	$49,500.00
Discount (Custom)	180 Gratis Sets				($49,500.00)
BEC_TO COME	Express (National Edition) Gr. 6 Student Package Single Copy Print and Digital 5-Year	Current	$275.00	190	$52,250.00
Discount (Custom)	190 Gratis Sets				($52,250.00)
PR991	PD-Free Implementation (Gratis)	On-Site	$0.00	11	$0.00

Subtotal	Discount Total	Sales Tax	Shipping Cost	Total
$1,331,800.00	($568,800.00)	$59,132.50	$0.00	$822,132.50 USD

Memo

B E N C H M A R K
E D U C A T I O N
C O M P A N Y
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 43698

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

B E N C H M A R K
E D U C A T I O N
C O M P A N Y
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 43698

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary
- Onboarding Tech Contact Name
- Onboarding Tech Contact E-Mail
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/buteacher/#Customer Support/Privacy Policy.htm).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CURRICULUM ASSOCIATES, INC. FOR THE IMPLEMENTATION OF THE ELLEVATION PLATFORM

BACKGROUND INFORMATION:

Founded in 1969, Curriculum Associates (CA) is an ed-tech company whose suite of instruction and assessment products reaches over ten million students in K-12. Ellevation joined the Curriculum Associates family and with this partnership the two companies work together to strengthen the student and teacher experience.

Ellevation is the most comprehensive EL program management platform that organizes all EL student data, supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students.

Educational Services is requesting approval to enter into an agreement with Curriculum Associates, LLC to implement the Ellevation Platform. This 13-months agreement includes the Ellevation Platform, Strategies, and online training sessions.

The fees for Strategies will be covered with the Educator Effectiveness Block Grant and the Ellevation Platform and training with the Title III fund.

RECOMMENDATION:

Approve the agreement with Curriculum Associates, LLC to implement the Ellevation Platform as a comprehensive English Learner management program at the total cost of $93,333.34 from the Title III fund and the Educator Effectiveness Block Grant.

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.
Goal 2: English Language and Academic Language Development: Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners (ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$93,333.34	Title III and Educator Effectiveness Block Grant
(Amount)	(Name of funding source and/or location)

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

Curriculum Associates, LLC Price Quote - Q-38949

Version: 1
Quote Date: 4/5/2023
Quote Expiration Date: 5/31/2023

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 (“Company”) has been prepared for the Customer Name identified as “Customer” below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	San Ysidro School District, CA
Representative:	Jay Muller	Contact Name:	Cynthia Monreal Gonzalez
Email:	jay.muller@ellevationeducation.com	Email:	cynthia.gonzalez@sysdschools.org
Phone:	617-307-5755	Phone:	(619) 428-4476 ext. 3070
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	4350 Otay Mesa Road, San Diego,CA 92154
Start Date:	6/1/2023	End Date:	6/30/2024

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
Ellevation (CA)	2,500	$12.50	1.0833	$33,854.17
Strategies	2,500	$15.50	1.0833	$41,979.17
			Subscription Total:	$75,833.34

Services Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Data/Implementation	1	$4,687.50	$4,687.50
Strategies Data/Implementation	1	$5,812.50	$5,812.50
Online Training - 3 Hr (Platform)	2	$2,000.00	$4,000.00
Online Webinar Training - 1 Hr (Platform)	1	$1,000.00	$1,000.00
Online Training - 1 Hr (Strategies)	1	$1,000.00	$1,000.00
Online Webinar Training - 1 Hr (Strategies)	1	$1,000.00	$1,000.00
		Services Total:	$17,500.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jay.muller@ellevationeducation.com

Total Investment - Q-38949

Grand Total:	$93,333.34

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 13

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Ellevation Platform

Terms and Conditions of Use

These Terms of Use apply only to the Ellevation platform used by educators of English language learners. These Terms of Use does not apply to the Ellevation website (https://ellevationeducation.com). Terms of Use for the Ellevation website may be found here https://ellevationeducation.com/legal-notices.

These Terms and Conditions of Use (the “TOU”) apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC (“Ellevation”), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the “Services”). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to “You” or “you” or “Customer” in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

License Grant.

During the period of time specified in the applicable price quote agreed to by you and Ellevation (the “Price Quote”), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, "System" means Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

Restrictions.

Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users’ access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is

false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, “Customer User(s)” means any of Customer’s authorized users of the System, which may include students, teachers, administrators, or other Customer personnel. Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

Ownership and Rights.

Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, “Customer Content”). “Customer Content” does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, “Service Materials”), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any

right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System ("Feedback"), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation's intellectual property as a result of its furnishing Feedback or Ellevation's use of Feedback.

Data Protection

Privacy Policy. Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at https://ellevationeducation.com/platform-privacy-policy, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34

C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

Parental Consent. If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- Onboarding. i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i- Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- i-Ready Dashboard. Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- Account Support. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- Research with De-identified Data. i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

Data Security. Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

Representation and Warranties; Disclaimers

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c)

any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

Termination.

Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services. Customer shall have thirty (30) days following the termination or expiration of your access to the System to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer’s personally identifiable student data stored in the System, including any such data stored in Ellevation’s backup systems.

Indemnification.

To the extent permitted by law, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

LIMITATION OF LIABILITY.

IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Choice of Law and Jurisdiction.

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Services and/or System, or these TOU.

Use by Federal Government.

The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR. » Read more at https://ellevationeducation.com/platform-legal-notices

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 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: AWARD RFP FOR DESIGN CRITERIA ARCHITECT SERVICES FOR THE SAN YSIDRO MIDDLE SCHOOL MODERNIZATION AND BEYER COMMUNITY RESOURCE CENTER PROJECTS

BACKGROUND INFORMATION:
Recently, the District distributed a Request for Proposal (RFP) for Design Criteria Architect Services for the San Ysidro Middle School (SYMS) Modernization and the Beyer Community Resource Center Projects. The RFP was made public from February 14, 2023 through March 10, 2023. We received two formal responses and interviewed both architectural firms.

After careful review, the District has selected DAVY Architecture. This firm will overview "programming and planning," including developing project criteria and concept plans and an RFP for prospective Design-Build Teams to respond to the General contractor and Architect that will conduct construction.

RECOMMENDATION:
Award the Request for Proposal for Design Criteria Architect Services for the San Ysidro Middle School Modernization and Beyer Community Resource Center Projects and Authorize staff to enter into agreement with DAVY Architecture. The contract amount is to be negotiated and will be paid from General Obligation Bonds Measure T & U and/or other available funding sources.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

TBD	G.O. Bonds Measure T & U and/or other funding sources
(Amount)	(Name of funding source and/or location)

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

San Ysidro School District

REQUEST FOR PROPOSALS (RFP) FOR DESIGN CRITERIA ARCHITECT SERVICES

1. INTRODUCTION

The San Ysidro School District, hereinafter referred to as the "District," is seeking proposals from qualified firms for professional services to act as Design Criteria Architect for the Beyer Community Resources Center and the San Ysidro Middle School projects using a Design-Build approach as established under California Education Code section 17250.10 et seq.

The District will engage a single entity to provide a complete range of professional consulting services to support these projects, as described below. It is anticipated that the selected firm will provide design criteria services, performance specifications and concepts for developing and managing "bridging documents" as described in AB 1402: Design-Build Project Guidelines, found at www.cde.ca.gov/facilities/field/publication.htm.

The Design Criteria Architect ***shall not serve*** as the Design- Build entity or as a member of any Design-Build team. The contracted scope of work shall be negotiated with the selected firm based on the services proposed by the firm and/or required by the District.

2. DESCRIPTION OF PROJECTS

2.01 A. Beyer Community Resource Center Project (See Attachment A)

The site for the Beyer Community Resource Center project is located at 2312 E. Beyer Blvd., San Ysidro CA 92173, (assessor parcel number 666-180-64,65-00) on a 10.86-acre property. The project will encompass approximately Seven and a half (7.5) net useable acres. (See Exhibit "A " attached hereto.) This new Project, estimated to be 4,400 square feet with the potential of going up to 12,000 SF at full build out. The first part of the project will consist of a 4,400 SF Professional Development Center / Community Room and full site development.

The District and school board reserves the right to expand, based on funding availability, the project to include offices for a Pupil Services and Educational Services building and a new Central Kitchen and CNS Warehouse. Site Development for parking, sidewalks, and landscaping will also be included in the project scope.

The Project will be responsive to the District's Facilities Master Plan adopted on June 24, 2021, and reflect the overall urban design of San Ysidro, and include contextual

features of surrounding contemporary and historical buildings, and local architectural styles which will accommodate the District's needs. The District's preliminary Project schedule is found on Attachment "C."

2.01 B. San Ysidro Middle School Project (See Attachment A)

The site for the San Ysidro Middle School Project is located at 4345 Otay Mesa Road, San Ysidro CA 92173, (assessor parcel number 638-070-68-00) on a 36.58 A-acre property. This project, with a building area of 97,700 square feet, will consist of the modernization and or renovation of the existing middle school. It may include the relocation of the existing administration building to a location at the front of the school, the creation of a new school bus loading and unloading area off Otay Mesa Road, and the refurbishing of the playfields.

The Project will be responsive to the District's Facilities Master Plan adopted on June 24, 2021, and reflect the overall urban design of San Ysidro, and include contextual features of surrounding contemporary and historical buildings, and local architectural styles which will accommodate the District's needs. The District's preliminary Project schedule is found on Attachment "C."

3. SCOPE OF REQUIRED SERVICES

3.01 Although the full scope of services shall be negotiated in the agreement attached hereto as Attachment "D", the Design Criteria Architect will be expected to administer a process and prepare deliverables resulting in the District's ability to issue a Design-Build Request for Proposals as discussed in AB 1402: Design-Build Project Guidelines, referenced in Section 1. The Scope of Required Services includes, but is not limited to, the following tasks:

a. Identify all tasks related to the planning, development, design and completion of the Projects.
b. Develop a detailed preliminary Design-Build master schedule. District's preliminary schedule for Project milestones is attached hereto as Exhibit "B".
c. Effectively coordinate and manage the communication and the Projects' process with the District and interact with other regulatory agencies and third parties.
d. Assist in the Preparation of a prequalification process using the Department of Industrial Relations guidance(s) and forms found at www.dir.ca.gov/prequal.htm, requests for proposal(s), front-end documents and general conditions related to the Design-Build process.
e. Assist in establishing criteria for the Design-Build RFP and prepare a Design-Build RFP.
f. Develop a process for the selection of Design-Build teams.
g. Schedule and conduct scoping meeting(s) with the District.

h. Establish Project design standards, performance specifications and products.
i. Provide written recommendations regarding space requirements and planning needs for the District based upon scoping meeting(s) with the District.
j. Determine whether Design-Build characteristics translate into an effective Design-Build approach.
k. Develop written findings per Education Code section 17250.10 et seq.
l. Provide written review and recommendations regarding the underlying zoning issues impacting the Project site.
m. Document all street and utility issues impacting the Project site.

3.02 Additional Services.

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

3.03 Term

The initial term of the Agreement for Design Criteria Architect Professional Services Agreement will be from the effective date of the Design Criteria Architect Professional Services Agreement through Projects' completion. The term of the Agreement may be extended, at the sole discretion of the District.

4. PROPOSAL CONTENT AND FORMAT

4.01 General

Each proposal shall include a description of the type, technical experience, background, qualifications and expertise of the Proposer's firm. Proposals shall demonstrate the Proposer's ability to develop and implement a creative approach leading to a Design-Build Project. The Proposal Content and Format is found at Attachment "B".

5. SELECTION PROCESS AND SCHEDULE

5.01 Questions Concerning Request for Proposal

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed the District's contact person named in Section 5.04. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

5.02 Pre-proposal Meeting

A Pre-Proposal Meeting has not be scheduled, but it may be prior to the deadline for proposals.

5.03 Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in Section 5.16. Revisions to the RFP shall be mailed to all Proposers who have attended the pre-proposal meeting. The District expressly reserves the right to extend the date by which proposals are due.

5.04 Date, Time and Place of Submission

The proposal must be received **no later than 4:00:00 pm on Wednesday March 8, 2023**, at the office of:

Dr. Jose F. Iniguez, Assistant Superintendent of Admin. Leadership, School Safety & Support
San Ysidro Elementary School District
4350 Otay Mesa Road, San Ysidro, CA 92173
Phone: (619) 428-4476 x3065
Email: Jose.iniguez@sysdschools.org

Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered.

5.05 Number of Copies

One (1) unbound original and three (3) copies of proposal shall be submitted to the District contact person identified in Section 5.04.

5.06 Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

a. Name of Proposer
b. Package Number
c. Sealed Cost Estimate (in separate, sealed envelope)

5.07 Responsiveness to RFP

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFP. Proposers shall follow the format of the RFP in order to facilitate the District's review.

5.08 Evaluation and Award of Contract

It is the District' intent to select a firm best evidencing its demonstrated competence and professional qualifications to perform the described services. Emphasis will be placed on the unique aspects of the Project, design philosophy, and possible approaches in carrying out the Project. The District reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The Design Criteria Architect will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the District's research and investigation. Upon selection of a firm, the District will enter into a professional services agreement in substantial conformance with the agreement attached hereto as Attachment "D". Proposer must document any exceptions taken to Attachment "D". In the event that the District are unable to reach an agreement with the selected proposer, the District will proceed, in its sole discretion, to negotiate with the next firm selected by the District. The District reserves the right to contract for services in the manner that most benefits the District.

5.09 Addenda

The District may modify this RFP or any of its deadline dates set forth in Section 5.16 of the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

5.10 Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in the rejection of all proposals submitted by the Proposer.

5.11 Withdrawal of RFP

The Proposer may withdraw its RFP by submitting a written or facsimile request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the contact person named in Section 5.04.

5.12 Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

5.13 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information or information which the Proposer has clearly indicated as PROPRIETARY, contained therein shall become public documents subject to the Public Records Act.

5.14 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

5.15 Disabled Veteran Business Enterprise Certification

If required for this Project, Design Criteria Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Design Criteria Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

5.16 Schedule of Events

The District anticipates the following timeline for the process of selecting a Design Criteria Architect. This schedule may be subject to change:

Action	**Date**
Release of Request for Proposal	February 15, 2023
Deadline for Receipt of Proposals submitted on or before 4:00:00 pm	March 8, 2023
Proposal Review by District	March 8 to March 22, 2023
Notification of Finalist(s)	March 22 to March 23, 2023

Interview of Finalist(s)	March 29 to March 30, 2023
Notification of Intent to Award	March 31, 2023
Architect Professional Services Agreement	March 31 to April 4, 2023
Board Meeting – Approval of DB Criteria Arch.	April 13, 2023, or May 18, 2023

6. FEE PROPOSAL

Proposer must submit a fee proposal in a separate, sealed envelope. The fee proposal shall include hourly rates for anticipated positions within the Design Criteria Architect organization structure. The fee proposal should also include an estimate of personnel hours and cost to complete the scope of work. A professional services agreement detailing a final scope of work and not-to-exceed fee shall be negotiated with the successful Proposer. The Design Criteria Architect Professional Services Agreement is attached to this RFP as Attachment “D”.

ATTACHMENT "A"

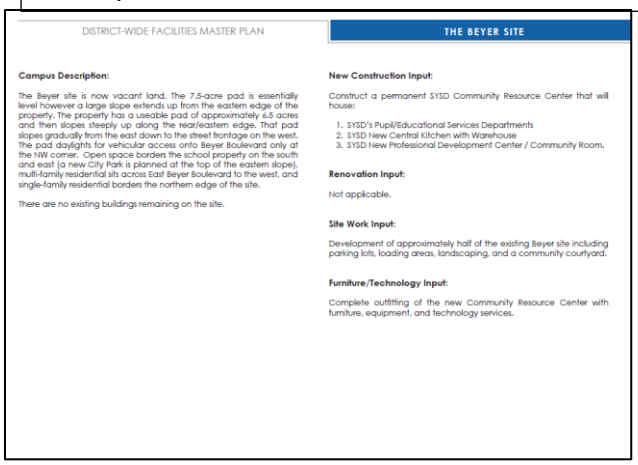
PROJECT SITE DIAGRAM

Beyer Resource Center

Photo of Existing Beyer Site



Excerpt from the SYSD Facilities Master Plan



DISTRICT-WIDE FACILITIES MASTER PLAN

THE BEYER SITE

Campus Description:

The Beyer site is now vacant land. The 7.5-acre pad is essentially level however a large slope extends up from the eastern edge of the property. The property has a useable pad of approximately 6.5 acres and then slopes steeply up along the rear/eastern edge. That pad slopes gradually from the east down to the street frontage on the west. The pad daylights for vehicular access onto Beyer Boulevard only at the NW corner. Open space borders the school property on the south and east (a new City Park is planned at the top of the eastern slope). multi-family residential sits across East Beyer Boulevard to the west, and single-family residential borders the northern edge of the site.

There are no existing buildings remaining on the site.

New Construction Input:

Construct a permanent SYSD Community Resource Center that will house:

1. SYSD's Pupil/Educational Services Departments
2. SYSD New Central Kitchen with Warehouse
3. SYSD New Professional Development Center / Community Room.

Renovation Input:

Not applicable.

Site Work Input:

Development of approximately half of the existing Beyer site including parking lots, loading areas, landscaping, and a community courtyard.

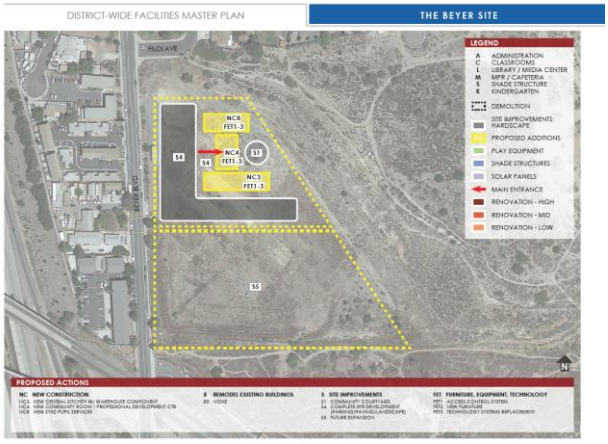
Furniture/Technology Input:

Complete outfitting of the new Community Resource Center with furniture, equipment, and technology services.



THE BEYER SITE

SAN YSIDRO SCHOOL DISTRICT



DISTRICT-WIDE FACILITIES MASTER PLAN

THE BEYER SITE

PROPOSED ACTIONS

San Ysidro Middle School

Excerpt from the SYSD Facilities Master Plan

DISTRICT-WIDE FACILITIES MASTER PLAN

SAN YSIDRO MIDDLE SCHOOL

Campus Description:

San Ysidro Middle School is one of the oldest schools in the District. The 20-acre property slopes significantly from north down to south, however the campus buildings, parking and fields sit on a single level plateau surrounded by slopes. Open space borders the school on the north and east sides. Single family residential borders the school on the south. The SYSD District Office and San Ysidro Adult School are across the street on the west. The lone public street access is from a driveway in the northwest corner of the parcel.

Much of the permanent campus was built at one time and is made up all single story, wood framed buildings. These stucco clad original buildings are a modified "finger" plan oriented in the east-west direction. They feature built-up "flat" roofs and surround a central outdoor gathering space. A new, singe story MPR Building was added many years later, in the northeast corner of the building cluster. A single portable classroom building is located on the east side of the building cluster.

The entire campus is currently eligible for the State of California's Modernization program.

New Construction Input:

No new construction anticipated.

Renovation Input:

Complete modernization anticipated (new finishes, cabinetry, etc.).

Relocate school office to the front of the campus.

Roofing: All built-up roofing needs to be replaced.

HVAC: Complete modernization/replacement.

Plumbing: Complete modernization/replacement.

Fire Alarm: Complete modernization/replacement.

Electrical: Complete modernization/replacement (lighting, power, low voltage).

Site Work Input:

Reconfigure site fencing to allow for a more secure single point of entry or consider relocating front office from center of campus.

Furniture/Technology Input:

Security Access Control System.

Upgrade technology for better connectivity.

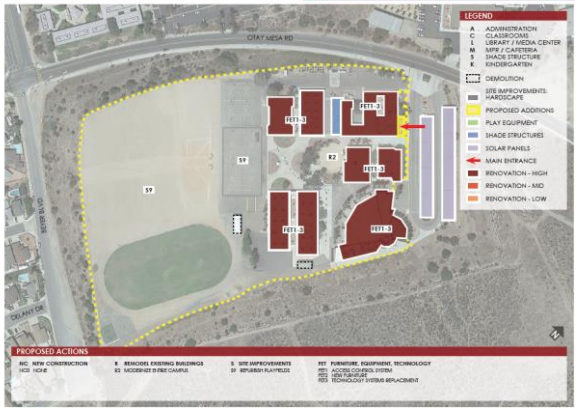
Replace existing classroom furniture with more flexible models.



SAN YSIDRO MIDDLE SCHOOL SAN YSIDRO SCHOOL DISTRICT



DISTRICT-WIDE FACILITIES MASTER PLAN **SAN YSIDRO MIDDLE SCHOOL**



ATTACHMENT "B"
PROPOSAL CONTENT AND FORMAT

Proposal shall adhere to this required format for organization and content.

a. Executive Summary (limit: 1 page)

Provide an overview of the entire Project describing the general approach or methodology the Proposer will use to meet the goals and fulfill the general functions required in this RFP.

b. Table of Contents (limit: 1 page)

c. Identification of the Proposer (limit: 1 pages)

i. Legal name and address of company.
ii. Legal form of company (corporation, partnership, etc.).
iii. Address and phone number of the office that will be primarily responsible for providing services for this Proposal.
iv. California Business License Number.

d. Staffing Resources (limit: 2 pages)

i. Firm Staffing and Key Personnel

a. Provide a total number of professional staff employed by the firm.
b. Identify two (2) persons that will be principally responsible for working with the -District. Indicate the role and responsibility of each individual. If the Proposer is chosen as an interview finalist, these principal individuals must attend the interview and in-person presentation.
c. Provide brief biographies of individuals that will be working directly with the District.

ii. Subcontractors

It is likely that the Proposer may not have sufficient resources to perform all the functions described in this RFP. As such, the Proposer will likely have to subcontract various functions. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor/subconsultant that is anticipated to perform each function if known at this time. The Proposer shall also provide two names for each of the following sub-consultant services in the event Design Criteria Architect requires assistance on these specialized areas:

- mechanical
- electrical
- plumbing

e. Fiscal Stability (limit: 1 page – not including supporting documentation)

The Proposer should provide evidence of corporate stability including:

k. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
ii. A letter from a financial institution stating a current line of credit; and
iii. Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

f. Experience and Technical Competence (limit: 3 pages)

k. Experience

k. The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

2. The Proposer shall state the number of years the firm has conducted business. Proposer must have at least four (4) years experience in providing the required scope of architect services for school or community college district. Please provide three references to support the number of years of experience with public clients. Include the name, address, and phone number of each reference.

3. The Proposer should describe any experience with providing services for a school facility subject to the requirements of the California Department of Education, Office of Public School Construction, Division of State Architect and State Allocation Board. Include the name of the educational facilities specialist and identify the project.

ii. Project Specific Experience

k. The Proposer shall provide a description of the three most relevant contracts held by the firm, preferably involving school construction programs for K-12, community colleges,

or four year colleges and universities, within the last five years, one page per project, to include:

A. Role of the firm
B. Dollar value of the program
C. Dollar value of the Design Criteria Architect fee
D. Program description
E. Staffing
F. Duration of program
G. Relationship to client
H. Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

2. If any of the following has occurred, please describe in detail:

A. Failure to enter into a contract or professional services agreement once selected.
B. Withdrawal of a proposal as a result of an error.
C. Termination or failure to complete a contract.
D. Debarment by any municipal, county, state, federal or local agency.
E. Involvement in litigation, arbitration or mediation.
F. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
G. Knowing concealment of any deficiency in the performance of a prior contract.
H. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
I. Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

iii. <u>Technical Competence</u>

1. Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)

2. Ability to draw upon multi-disciplinary staff to address the services requested in this RFP.

g. Proposed Method to Accomplish the Work (3 pages)

Describe the technical and management approach to the partnership between the District. Proposer should take into account the scope of the Project, goals of the District, and general functions required. Include a draft first year schedule of tasks, services, milestones, and deliverables that will provide for timely completion of the Design Criteria documents. The District's prepared schedule is attached hereto as Exhibit "B" to provide guidance. In reviewing the scope of services and goals, the Proposer may identify additional necessary tasks and is invited to bring these to the District's attention within the discussion of its proposed method to accomplish the work.

h. Insurance (limit: 1 page – not including supporting documentation)

A letter from insurance company indicating ability to provide insurance. Insurance requirements are found in the Design Criteria Architect Professional Services Agreement, Section 3.16, attached hereto as Attachment "D".

THE SUBMISSION OF A PROPOSAL INDICATES THAT THE PROPOSER SHALL PROVIDE THE ABOVE ENUMERATED INSURANCE REQUIREMENTS IF SELECTED.

k. Litigation (limit: 1 page)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of program or project or construction management services in the last five (5) years.

j. Other Information (limit: 1 page)

This section shall contain all other pertinent information regarding the following:

1. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
2. Description of community involvement.
3. Description of any previous involvement with the District.

k. Appendices (limit: none)

ATTACHMENT "C"

PRELIMINARY SCHEDULE FOR BEYER & SYMS DB TEAMS SELECTION

GOAL – Retain the services of a Criteria/Bridging Architect to assist the District in the development of criteria, and possibly minimal conceptual designs and sketches, for use in the development of Design Build Requests for Proposals from prospective Design Build Teams. The District is committing to select two (2) Design Build Teams: One for the Beyer Project and One for the San Ysidro Middle School Project. Selection anticipated no later than December 2023. The Criteria will also be retained during the design build and provide quality assurance and guidance to the District to ensure that the criteria developed for the projects are attained.

- Solicit Criteria Architect – February 15 through March 8, 2023 (see section 5.16 Schedule of Events)
- Board Approval of Criteria Architect – April 13, 2023, or May 18, 2023
- Criteria Architect to Work with District, build community input and Develop Design Build RFP– May through August, 2023
- Solicit Design Build Teams using the RFP from the Criteria Architect – September through October 2023
- Evaluate D/B Teams Responses and Conduct Interviews: - November 2023
- Board to Review & Approve Recommended Design Build Teams: December 2023
- Anticipated Completion of Construction for the Beyer and San Ysidro Middle School Projects is end of April 2024

ATTACHMENT "D"

DESIGN CRITERIA ARCHITECT
PROFESSIONAL SERVICES AGREEMENT

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this ____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

Company/Consultant	Telephone Number
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: _____ To: _____

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.

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 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Criteria Architect/Bridging Architect for the San Ysidro Middle School and Beyer Site Projects. The Criteria/Bridging Architect shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's

exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*

District waives _____

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 _____

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.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Architect 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:	
Name:	
Title:	
Address:	
City/State/Zip Code:	
Telephone:	
Email:	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	
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	

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**
_____	**San Ysidro School District**
Firm Name	Firm Name
_____	_____
Signature or Authorizing Agent	Signature
_____	Marilyn Adrianzen, Chief Business Official
Print Name, Title	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 ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

This section will be added based on the response to this RFP

Addendum

San Ysidro School District RFP FOR DESIGN CRITERIA ARCHITECT SERVICES

DATE: March 7, 2023

FROM: Tom Silva, SYSD Bonds T & U Project Manager

TO: FIRMS Sent an RFP For Criteria Architect for Design Build: SYMS & BEYER

COPY: Jose F. Iniguez, Asst. Supt. Of Admin. Leadership, School Safety & Support

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This Addendum to the RFP for Criteria Architect Services is as follows:

1) **Section 5.04** **Date, Time and Place of Submission is changed as follows:**

The proposal must be received **no later than 4:00:00 pm on Friday March 10, 2023,** ~~**Wednesday March 8, 2023**~~, Email transmittals are acceptable in lieu of mailing the materials. Address the response to:

Dr. Jose F. Iniguez, Assistant Superintendent of Admin. Leadership, School Safety & Support
San Ysidro Elementary School District
4350 Otay Mesa Road, San Ysidro, CA 92173
Phone: (619) 428-4476 x 3065
Email: Jose.iniguez@sysdschools.org

~~Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.~~ ~~**LATE PROPOSALS WILL NOT BE ACCEPTED.**~~

Modifications of proposals received after the deadline specified in this section will not be considered.

2) **The following are questions received for clarifications to the RFP**. The District's responses are in RED and underlined.

a) On page 11 of 15 under item e (Fiscal Stability), the proposer is asked to provide an audited financial statement and/or an annual report that has been signed by a CPA. Although the RFP states the information will remain confidential, we request that we be able to submit that information in a sealed envelope marked, "Confidential.

To confirm, all financial statements/documents will be kept confidential and will not become or be released as a public record. Accordingly, proposers may mark such information appropriately and/or submit it in a sealed envelope with their proposals.

b) On page 11 of 15 under item f (Experience and Technical Competence), there is a limit of 3 pages. However, there are three sections under this category. **Section i is for Experience. Section ii is for Project Specific Experience** and the proposer is asked to provide a description of the three most relevant contracts held by the firm and to write a one page description of each of the three projects. There is also a **Section iii entitled Technical Competence**. Please clarify the total number of pages that are allowed under Section f (Experience and Technical Competence).

Please limit the substantive response to each section to the page limits identified in the RFP, which is listed as 3 pages for this section.

c) On page 13 of 15 under item g there is the following statement: "The District's prepared schedule is attached hereto as **Exhibit "B"** to provide guidance." There is **no Exhibit B** in our package, please email.

This appears to be a typographical error. The District's tentative schedule is included in Exhibit C.

d) On page 13 of 15, item h, we are requested to obtain a letter from our insurance company indicating we can provide insurance according to requirements in **Section 3.16** of the Professional Services Agreement in Attachment "D." **There is no Section 3.16 in Attachment D**.

This is a misprint. The District will negotiate a professional services agreement with the selected proposer after the evaluation process is complete using the District's standard form which will be provided to the successful proposer at that time.

As far as insurance information proposers are requested to simply provide a letter from their insurance company indicating/confirming their existing coverages.

e) Is there a limit to the total number of pages we are allowed in our response?

Please limit the substantive response to each section to the page limits identified in the RFP, which list a total number of pages as 15, not including any appendices.

3) **Section 5.16 is changed as follows:**

5.16 Schedule of Events

The District anticipates the following timeline for the process of selecting a Design Criteria Architect. This schedule may be subject to change:

Action	**Date**
Release of Request for Proposal	February 15, 2023
Deadline for Receipt of Proposals submitted on or before 4:00:00 pm	March 10, 2023
Proposal Review by District	March 13 to March 22, 2023
Notification of Finalist(s)	March 22 to March 23, 2023
Interview of Finalist(s)	March 29 to March 30, 2023
Notification of Intent to Award	March 31, 2023
Architect Professional Services Agreement	March 31 to April 4, 2023
Board Meeting – Approval of DB Criteria Arch.	April 13, 2023, or May 18, 2023

END OF ADDENDUM

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SBCS CORPORATION FOR SCREENING TO CARE PROGRAM

BACKGROUND INFORMATION:
SBCS Corporation formerly known as South Bay Community Services (SBCS), will be working together with the San Ysidro School District to provide with a school-based behavioral health program focused on serving students regardless of insurance status, also known as Screening to Care.

SBCS and SYSD intend to collaborate on the provision of services as described in the MOU. The overarching goal is to screen students via the mySAEBRS screening tool to determine social-emotional need and provide prevention and early intervention supports utilizing the Multi-Tiered System of Supports (MTSS) Framework.

Term: 2022-23 and extend to December 2026 unless earlier terminated.

RECOMMENDATION:
Approve the Memorandum of Understanding with SBCS Corporation to provide the Screening to Care Program at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 4: Social Emotional Learning and Well-Being - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond, ~ Action #2

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide support services to students and their families in the local community. Screening to Care is a school-based behavioral health program focused on serving students regardless of insurance status.

SBCS and SYSD intend to collaborate on the provision of services as described herein. The overarching goal is to screen students via the mySAEBRS screening tool to determine social-emotional need and provide prevention and early intervention supports utilizing the Multi-Tiered System of Supports (MTSS) Framework:

Tier 1 – Universal or Primary – projected to reflect most students (75- 90%).
As the largest tier, Tier 1 encompasses the entire school with core instructions and basic interventions. This structure, managed through the school, helps to build positive relationships between staff and students. It includes classroom management strategies aimed at creating a supportive atmosphere. SBCS shall work with school sites to provide recommendations for areas of focus as needed.

Tier 2 – Secondary – projected to reflect a smaller group of students (10-25%)
Some students need limited extra assistance in meeting academic and behavioral goals, and it is in Tier 2 that these students receive that support. Often these interventions and supports are delivered in small group settings focused on skill building. Check in/Check-out interventions may also be a part of Tier 2 services. This targeted support, offered through SBCS on school grounds, allows student to work toward developing a stronger social -emotional skillset.

*Tier 3 -Tertiar*y – projected to consist of a small subset of student (less than 10%)
For these students, supports through Tier 1 or Tier 2 interventions are not sufficient, and they require more formal individualized supports, including assistance from outside agencies such as behavioral or family therapists. SBCS will connect identified students to Tier 3 Behavioral Health treatment available through the student's managed care provider or community resources through time limited care coordination.

I. Services to be Provided

The program will include four components for all seven (7) SYSD schools.

1. Prompt review and stratification of school-administered behavioral health mySAEBRS student screening results to guide student engagement efforts.

2. Provision of Tier 2, small group interventions on school campuses. SBCS (and school site) shall use screening results, to identify students who would benefit from Tier 2 interventions (can also be school staff recommended).

3. Limited care coordination activities for students requiring Tier 3 treatment interventions. SBCS shall work with available data to connect identified students with school-based and/or community-based providers appropriate to each student's needs.

4. Utilize the Promotora model to support and engage the parents/caregivers of the students.

SBCS Corporation agrees to:

1. Act as lead agency for administration, fiscal management and quality assurance of the project.

2. Operate the social-emotional evidence-based intervention program (Second Step) including the hiring, training, and supervision of program staff.

3. Appoint the Program Director as single point of contact for the Screening to Care Program. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

4. Establish and implement referral protocol including the classification of mySAEBRS student data, and/or completed referral form for students in need of Tier 2 services by SYSD staff and/or parent request. SBCS will provide a monthly written response and updated status of all referrals.

5. Assist with facilitating the mySAEBRS screening tool administration twice per school year.

6. Second Step curriculum will be provided in classrooms as well as in small group settings with identified students.

7. Provide "Check-In/Check-Out" interventions as appropriate for Tier 2 students.

8. Work with school site to establish an outreach plan to parents/caregivers of all students whose screening results identify a need for Tier 2 services.

9. Work with school site to establish an outreach plan to parents/caregivers of all students whose screening results identify a need for Tier 3 services.

10. Facilitate as needed in-service trainings for district staff that assist schools in understanding the target population. Provide training and liaison support with Illuminate Education as needed.

11. Provide consultation and recommendations to the school as it pertains to the findings from the screenings.

San Ysidro School District agrees to:

1. Commit to administering the mySAEBRS screening tool to all SYSD students a minimum of two (2) times per year (utilize mySAEBRS when age appropriate). Including the initial administration within 30 days of the fully executed agreement if not yet administered.

2. Maintain an ongoing relationship with Illuminate Education regarding the use of the mySAEBRS screening tool throughout the contracted term.

3. Provide SBCS and San Diego County access to requested student data obtained through the mySAEBRS screening tool for the entire contracted term.

4. Establish one person as the point of contact for the Screening to Care Program. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes and other needs ensuring optimal collaboration.

5. Have available office and programmatic space at each school site for SBCS staff to provide services and outreach/education on school campuses on a year-round basis to students and their families.

6. Allow SBCS staff to provide services in-class as needed. Prioritize the scheduling and classroom availability to conduct Tier 2 services.

7. Utilize established SBCS referral protocol including the classification of mySAEBRS student data, and/or completing referral form for students in need of Tier 2 services.

8. Allow SBCS access to data used to support student/family participation, progress, and evaluation under HIPAA and FERPA guidelines. Access to school data includes, but is not limited to, attendance, enrollment, grades and behavioral reports.

9. Work with SBCS to establish an outreach plan to contact parents/caregivers of all students whose screening results identify a need for Tier 2 services.

10. Work with SBCS to establish an outreach plan to contact parents/caregivers of all students whose screening results identify a need for Tier 3 services.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 2/1/2023 through 6/30/2023 and shall have the option to extend the term of this agreement for three (3) increments of one (1) year and one (1) increment of 6 months (each an "Option Period"), for a total of three and one-half (3.5) years beyond the expiration of the initial term, not to exceed December 31, 2026. This option shall be automatically exercised unless either party expresses, in writing, not less than thirty (30) days prior to an Option Period that they do not intend to extend the agreement.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	$2,000,000 per occurrence $4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives.*	$1,000,000 per occurrence

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

No money or other consideration shall be transferred between the parties.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Gina A. Potter, Ed.D 4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428-4476 With copy to: Oscar C. Madera Director of Special Education San Ysidro School District (619) 428-4476 ext. 3057 Oscar.madera@sysdschools.org	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org

IX. Locations

The services will be provided to the locations of **SYSD** listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

Locations	
La Mirada Elementary 222 Avenida De La Madrid San Ysidro, CA 92173	Willow Elementary 226 Willow Rd San Diego, CA 92173
Smythe Elementary 1880 Smythe Ave San Ysidro, CA 92173	San Ysidro Middle School 4345 Otay Mesa Road San Ysidro, CA 92173
Sunset Elementary 3825 Sunset Ln San Ysidro, CA 92173	Vista Del Mar Middle School 4885 Del Sol Boulevard San Ysidro, CA 92154
Ocean View Hills Elementary 4919 Del Sol Blvd	

San Diego, CA 92154	

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner creates an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

(Signatures contained on the following page)

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By:_____ Date:_____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature:_____ Date: _____

Gina A. Potter, Ed.D
Superintendent of San Ysidro School District