

San Ysidro School District Governing Board

AGENDA

Thursday,
August 10, 2023
5:00 p.m.

WELCOME

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

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

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 13, 2023
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, July 13, 2023, to conduct its business meeting at **San Ysidro School District - Education Center Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

THIS MEETING WILL BE TAPE RECORDED

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 state*

Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda with the following correction:

1. For agenda item 12.2 the Governing Board will act as the Legislative Body for Community Facilities Districts Nos. 1, 2, and 3 of the San Ysidro School District

Motion: Pallasigue Second: Martinez Vote: 4-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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

Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

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

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

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

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Linda Olea v. San Ysidro School District

Case Number: 37-2022-00019430-CU-OE-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 3

RECONVENED into OPEN SESSION at 6:09 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Pallasigue Time: 6:09 p.m.

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

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member - Absent - out of state

Mr. Antonio Martinez, Member

8. FLAG SALUTE by Board President, Rosaleah Pallasigue

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda.

Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant **prior to start of the meeting.**

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

Jack Metivier, CSEA Labor Representative: 1) Transitioning into the new CSEA Labor Representative position and is looking forward to ongoing negotiations and building a strong working relationship.

Pablo Sainz-Garibaldi, CSEA Chief Job Steward & Bargaining Unit and District Translator & Interpreter: 1) CSEA has been bargaining to increase CSEA salaries for unit members that have degrees. 2) Expressed concerns regarding the proposed Confidential Salary Schedule.

Fernanda Rios, CSEA Secretary: 1) Board Review meetings began in 2020 and they give CSEA an opportunity to review the agenda and ask questions regarding items. 2) Expressed concerns with the proposed Confidential Salary Schedule. 3) CSEA leadership team advocating for added steps for unit members that have higher education.

Karla Montanez, CSEA Chapter 154 President: 1) CSEA and District negotiating teams have been great, but asked for the Classified Salary Schedule to include extra steps for higher education. 2) Asked if both CSEA and District can work together to reach a solution.

Board Member Martinez made the motion to move agenda item 12.5 above agenda item 10, seconded by Board Vice President Irene Lopez. The vote was 4-0.

12.5 APPROVE/RATIFY REVISED CONFIDENTIAL SALARY SCHEDULE (Olea)

The Board approved/ratified the revised Confidential Salary Schedule to reflect all active confidential positions with the following modifications: Removed steps 19-20 from the Confidential Salary Schedule and revised the Communications Specialist steps to 14-18.

Motion: Martinez Second: Pallasigue Vote: 4-0

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Martinez, Commented: 1) Thanked Cynthia Nagura for her leadership in leading the San Ysidro Education Collaborative. 2) Significant amount of development in the Otay Mesa region and need to discuss with developers funding opportunities for new schools, parks around community or renovation of our current schools. 3) Will begin to visit schools.

Board President Pallasigue, Commented: 1) Thanked union members for having the courage to speak. 2) Acknowledged Alice De La Torre in attendance. 3) Will be attending San Ysidro city planning meetings. 4) Requested an update regarding the Beyer site. 5) Wished everyone a wonderful 2023-2024 school year.

Board Vice President Irene Lopez, Commented: 1) Expressed importance to communicate concerns, work with the union to address the issues and collaborate to find a solution. 2) Expressed the importance of psychologists, social workers and counselors to address social-mental issues. 3) Thanked the San Ysidro Women's Club, Friends of the San Ysidro Library and the De Llamas for their contributions to the community. 4) Thanked Cynthia Nagura for her leadership and bringing resources to the community.

Board Clerk Rosario, Commented: 1) Thanked community partners for providing all the resources to our community. 2) Thanked Alice De La Torre for her support and contributions. 3) Thanked Veronica Medina for supporting all of our unhoused students. 4) Also thanked Veronica Medina for the annual resource fair which provides backpacks to students at the beginning of each year. 5) Would like to see books given to kids that share the history of San Ysidro. 6) Thanked Ms. Colom for always coming back to support our district. 7) Thanked union members for having the courage to speak. 8) Every child has a right to excel and no children should be left behind.

Superintendent Potter, Commented: 1) Kicked off the new 2023-2024 school year with the Leadership Academy and focused on student needs. 2) Thanked Ms. Colom for coming back to help support the preschool program. 3) Announced the Welcome Back Staff Event will take place on Wednesday, July 19th at San Ysidro Middle School and the district will welcome approximately 650 staff. 4) Announced the first day of school for students will be Monday, July 24th. 5) Thanked Cynthia Nagura from the San Ysidro Education Collaborative and Alice De La Torre from the San Ysidro Women’s Club for their tremendous hours of dedication and humanitarian efforts to the community. 6) Welcomed Dale Scott & his team and thanked him for helping our district with general obligation bonds and other district items. 7) Explained the transition of the Coordinator of Public Relations and Community Services position from the Management Salary Schedule to the position titled Communications Specialist shifting to the Confidential Salary Schedule.

11. CONFERENCE SESSION

Reports/Presentations

- 11.1 Funding Options for Otay Mesa School Construction and Ongoing District Projects - Presented by Dale Scott, President, DS&C
- 11.2 San Ysidro Education Collaborative Presentation & District Distinguished Champions Award - Presented by Cynthia Nagura, Chair, San Ysidro Education Collaborative

12. GENERAL ADMINISTRATION

12.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of June 22, 2023 and Special Board Meeting of June 22, 2023.

Motion: Martinez Second: Pallasigue Vote: 4-0

12.2 RESOLUTION 22/23-0011 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2023-2024 FISCAL YEAR (Adrianzen)

The Board approved the adoption of Resolution No. 22/23-0011 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2023-2024 fiscal year.

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

12.3 APPROVE SUBSTITUTE TEACHER AND SUBSTITUTE PERMIT TEACHER PAY RATES FOR THE 2023-2024 SCHOOL YEAR (Olea)

The Board approved the Substitute Teacher and Substitute Permit Teacher pay rates for the 2023-2024 school year.

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

12.4 TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE/COACH IN VARIOUS CERTIFICATED ADMINISTRATIVE POSITIONS (Olea)

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

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

13. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 4-0

13A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)

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

- 13A.1 Instructional Aide
- 13A.2 Instructional Aides Special Education

EMPLOYMENT (Olea)

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

- 13A.3 Campus Aide – Grecia Lopez, Ocean View Hills
- 13A.4 Custodians
 - a. Angel Alvarez, San Ysidro Middle
 - b. Ricardo Alvarez, Willow
 - c. Jossue Cruz, Child Development Center
 - d. Rio Moreno, San Ysidro Middle
 - e. Aaron Zepeda Esparza, Vista Del Mar
- 13A.5 Instructional Aides
 - a. Dafne Ruffo, Child Development Center
 - b. Sarah Ulloa, Willow
- 13A.6 Instructional Aide Special Education – James Gracio, Willow

13B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)

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

- 13B.1 Classroom Teacher K-6
- 13B.2 School Psychologist

RECRUITMENT (Olea)

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

- 13B.3 Substitute Language Speech and Hearing Specialist
- 13B.4 Substitute Adapted Physical Education Teacher

EMPLOYMENT (Olea)

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

- 13B.5 Special Day Class Teacher (Moderate/Severe) – Mauricio Montes, Smythe
- 13B.6 Temporary Intervention Support Teacher – Beau Boucher, Smythe
- 13B.7 Temporary School Psychologist – Alejandra Jimenez, Smythe/Sunset
- 13B.8 Temporary Social Workers
 - a. Banely Arevalo Robles, Smythe
 - b. Stephanie Wooden, Child Development Center

13C. PERSONNEL – MANAGEMENT & CONFIDENTIAL**APPROVE REVISED JOB DESCRIPTIONS (Olea)**

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

- 13C.1** Coordinator of Federal and State Programs and Language Acquisition

EMPLOYMENT (Olea)

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

- 13C.2** Communications Specialist – Cristina Inzunza, Administration

13D. CURRICULUM & INSTRUCTION**13D.1 SERVICES FROM EDUPOINT EDUCATIONAL SYSTEMS, LLC (Little)**

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

13D.2 8th ANNUAL FAMILIES FIRST RESOURCE FAIR (Little)

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

13D.3 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2023-2024 SCHOOL YEAR (Little/Ramos)

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

13D.4 PROFESSIONAL DEVELOPMENTS (Little)

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

13E. BUSINESS**13E.1 PURCHASING REPORT (Adrianzen)**

The Board approved/ratified the following purchase orders incurred by the District during the period June 1, 2023 through June 30, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

13E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of June 1, 2023 through June 30, 2023 for a total expenditure of \$4,829,075.91. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

13E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

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

13E.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-2023 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the fourth quarter from April 1, 2023 to June 30, 2023 of the 2022-23 school year for submission to the San Diego County Office of Education. The District did not receive any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

13E.5 DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD (Little)

The Board approved the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2013 to 2018.

13E.6 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI) (Little)

The Board approved/ratified the 2-year agreement with the San Diego County Superintendent of Schools for the Quality Preschool Initiative (SDQPI) Program.

13E.7 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR TEACHING INTERNSHIPS (Olea)

The Board approved the agreement with Point Loma Nazarene University School of Education to provide Teaching Interns during three academic years from 2023-2026.

13E.8 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR STUDENT TEACHING/CLINICAL PRACTICE (Olea)

The Board approved the agreement with Point Loma Nazarene University School of Education to provide Student Teaching/Clinical Practice candidates during three academic years from 2023-2026.

13E.9 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR SERVICES PROGRAM INTERNSHIPS (Olea)

The Board approved the agreement with Point Loma Nazarene University School of Education to provide Services Program Interns during three academic years from 2023-2026.

13E.10 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SCHOOL OF EDUCATION FOR FIELDWORK PLACEMENTS (Olea)

The Board approved the agreement with Point Loma Nazarene University School of Education to provide Fieldwork Placement services during academic years 2023-2026.

13E.11 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2022-2023 (Little/Ramos)

The Board approved/ratified the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of \$1,055,308.99 for all school sites during school year 2022-2023.

13E.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT INTERIM WRITTEN APPROVAL WITH STEIN EDUCATION CENTER (Little/Madera)

The Board approved/ratified the San Diego County Nonpublic Master Contract Interim Written Approval with Stein Education Center for school year 2023-2024 to provide intensive individual services. Cost implications will be paid from the Special Education fund.

13E.13 AGREEMENT WITH SPEECH TREE THERAPY CENTER (Little/Madera)

The Board approved/ratified the agreement with Speech Tree Therapy Center to provide speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year at a cost of \$90.00/30 minutes and \$150.00/60 minutes from the Special Education fund.

13E.14 AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC. (Little/Madera)

The Board approved/ratified the agreement with Professional Tutors of America, Inc. for the 2023-24 academic year to provide one-on-one academic home tutoring for students with special needs in an amount not to exceed \$9,000.00 from Special Education fund.

13E.15 AGREEMENT WITH TANYA KELLER (Little/Madera)

The Board approved the agreement with Tanya Keller to provide training on a language organization system for school year 2023-2024 at a rate up to \$150.00 per hour from the Special Education Fund.

13E.16 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) FOR 2023-24 HEAD START PROGRAM (Little/Colom)

The Board approved the agreement with Episcopal Community Services for the 2023-24 Head Start Program.

13E.17 AGREEMENT WITH KEENAN & ASSOCIATES FOR LOSS CONTROL SERVICES (Adrianzen)

The Board approved/ratified the 3-year agreement with Keenan & Associates for Loss Control Services at a total cost of \$25,343.00 from the General fund.

13E.18 AGREEMENT WITH SAN DIEGO COUNTY HEALTH & HUMAN SERVICES AGENCY (Iniguez/Adrianzen)

The Board approved the System Data Agreement for the free or reduced lunch or breakfast with the San Diego County Health & Human Services Agency for CalSAWS data extract of confidential files program.

13E.19 AGREEMENT WITH TOM SILVA CONSULTING (Iniguez/Adrianzen)

The Board approved/ratified the agreement with Tom Silva Consulting for professional school facilities planning services on an "as needed" basis for fiscal year 2023-24 at an hourly rate of \$175.00 and in an amount not to exceed \$15,000.00 from the General fund.

13E.20 LICENSE AGREEMENT WITH LIMINEX, INC. DBA GOGUARDIAN FOR THE TUTORME EDUCATION PROGRAM (Little/Meza)

The Board approved/ratified the license agreement with Liminex, Inc. dba GoGuardian for the implementation of the TutorMe education platform for Ocean View Hills School in the amount of \$36,475.00 from the Title 1 fund.

13E.21 AGREEMENT WITH MYPT SAN DIEGO (Little/Madera)

The Board approved the agreement with MyPT San Diego for school year 2023-24 to provide physical therapy services at an estimated cost of up to \$40,000.00 from the Special Education fund.

13E.22 AGREEMENT WITH BONITA SPEECH SERVICES (Little/Madera)

The Board approved/ratified the Agreement with Bonita Speech Services for the 2023-2024 school year to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

13E.23 SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH BRIDGE THE GAP SPED, LLC (Little/Madera)

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

13E.24 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC. (Little/Madera)

The Board approved/ratified the San Diego County Nonpublic Agency Master Contract with The Speech Pathology Group, Inc. for school year 2023-2024, to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

13E.25 SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH THE STEPPING STONES GROUP, LLC (Little/Madera)

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

13E.26 DISPOSAL OF KITCHEN OVENS (Iniguez/Adrianzen)

The Board approved the disposal of two old Montague ovens located at Sunset School.

13E.27 MEMORANDUM OF AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE ESSER III SUMMER GRANT PROGRAM ASSURANCE (Little)

The Board approved/ratified the Memorandum of Agreement with the San Diego County Superintendent of Schools for the ESSER III Summer Grant Program Assurance with the total allocation of \$245,000.00 for our District.

Board Member Martinez made the motion to recess to Closed Session, seconded by Board President Rosaleah Pallasigue. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:56 p.m. in accordance with section 54954.5 regarding:

**5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.2 GOVERNMENT CODE SECTION 54957 (Olea)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Linda Olea v. San Ysidro School District

Case Number: 37-2022-00019430-CU-OE-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 3

RECONVENED into OPEN SESSION at 8:58 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 President Pallasigue made a motion to adjourn, seconded by Board Vice President Irene Lopez. The vote was 4-0.

14. ADJOURNMENT Time: 8:58 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 27, 2023
6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, July 27, 2023 at 6:00 p.m., to conduct its business meeting at **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: 6:00 p.m.

2. ROLL CALL by Board President, Rosaleah Pallasigue

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President - *Absent*

Mrs. Zenaida Rosario, Board Clerk - *Absent*

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: Pallasigue Second: R. Lopez Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 6:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**.

There were no public comments.

Board Member Martinez made a motion to recess to Closed Session, seconded by Board Member Rudy Lopez. The vote was 3-0.

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

6.1 APPEAL PURSUANT TO ADMINISTRATIVE REGULATION 4030 (Legal Counsel)

RECONVENED into OPEN SESSION at 7:25 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.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 6.1 - On a motion by Board Member Rudy Lopez, seconded by Board President Pallasigue with 3 votes in favor, 2 board members absent to uphold the investigative findings per Board Policy 4030.

Board Member Martinez made a motion to adjourn, seconded by Board Member Rudy Lopez. The vote was 3-0.

7. ADJOURNMENT Time: 7:26 p.m.

Respectfully Submitted,

Rosaleah Pallasigue, Board President

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

SAN YSIDRO SCHOOL DISTRICT
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, JULY 31, 2023
6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, July 31, 2023 at 6:00 p.m., to conduct its business meeting at **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: 6:00 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: Pallasigue Vote: 5-0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 6:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**.

There were no public comments.

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

6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:01 p.m. in accordance with section 54954.5 regarding:

6.1 GOVERNMENT CODE SECTION 54957.6 (Legal Counsel)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: District Legal Counsel, Joseph Sanchez

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

6.2 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

6.3 GOVERNMENT CODE SECTION 54957 (Potter)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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: 3

RECONVENED into OPEN SESSION at 7:49 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 President Pallasigue made a motion to adjourn, seconded by Board Member Rudy Lopez. The vote was 5-0.

7. ADJOURNMENT Time: 7:49 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AB1200 AND COLLECTIVE BARGAINING TENTATIVE AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

BACKGROUND INFORMATION:

In August of 2023, the San Ysidro School District and the California School Employees Association (CSEA) have tentatively agreed to a successor agreement dated July 21, 2023 for the period of July 1, 2022 to June 30, 2025:

- Modifications have been made to the following:
 - Articles 1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 14, 15, and 16
 - Appendix A, B, C, D, E, and G.
- Article 14 – Wage and Fringe Benefits (*change in compensation and benefits*):
 - 6% salary increase, effective July 1, 2022;
 - 0.5% salary increase, effective January 1, 2023;
 - \$500 added to health and welfare cap – new H&W cap will be \$10,500, effective January 1, 2023
 - Each CSEA employee will receive a 2.0% off-schedule payment.
 - One additional column (Grade 5) was added to salary schedule for classified employees with a bachelor’s degree. Additionally, classified employees with a master’s degree will receive a \$1,500 stipend.
- All other provisions of the Agreement remain unchanged.

RECOMMENDATION:

Approve/Ratify the submittal of AB1200 to the San Diego County Office of Education and approval of the Collective Bargaining Agreements with the California School Employees Association (CSEA) related to compensation and benefits.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

ANNUAL

\$1,671,264.00

(Amount)

General, Child Development & CNS

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

San Diego County Office of Education

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: SAN YSIDRO SCHOOL DISTRICT
Name of Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2022 and ending: June 30, 2025
(date) (date)

If this agreement is part of a multi-year agreement, indicate all fiscal years covered by the agreement.
Enter the on-schedule % increase for each fiscal year. (Do not report off-schedule increases in this section)

Fiscal Year	2022-23	2023-24	2024-25
% Increase	6.50%	0.00%	0.00%

The Governing Board will act upon this agreement on: August 10, 2023
(date)

Budget Revisions to be adopted by: (no later than 45 days after approval) September 24, 2023
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation Fund 01- General Fund	Annual Cost Prior to Proposed Settlement 23-24 Adopted Budget	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreements)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule On-Schedule increase	\$ 10,667,721	711,203.70 6.67%	711,203.70 0.00%	711,203.70 0.00%
2. Step & Column Increase or decrease in the cost of step & column as a result of the settlement	\$ 213,354	14,224.07 6.67%	14,224.07 0.00%	14,224.07 0.00%
3. Other Compensation Stipends, Off-schedule payments, Longevity, Overtime, Differential, one-time bonuses, etc.		418,307.51	205,068.00	229,022.00
4. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,067,346.00	\$ 427,528 10.51%	\$ 347,819 7.74%	\$ 356,773 7.37%
5. Health/Welfare Plans	\$ 2,000,000	100,000.00 5.00%	100,000.00 4.76%	100,000.00 4.55%
6. Total Bargaining Unit Compensation Add Items 1 through 5 to equal 6	\$ 16,948,421	\$ 1,671,264 9.86%	\$ 1,378,315 7.40%	\$ 1,411,223 7.06%
7. Total Number of Bargaining Unit Employees/FTE	211.11			
8. Total Compensation Average Cost per Bargaining Unit Employee	\$ 80,282	\$ 7,916 9.86%	\$ 6,529 7.40%	\$ 6,685 7.06%

Will this agreement trigger a "Me Too" agreement with another bargaining unit? Yes

Impact on Other Funds

Will this agreement have an impact on any other funds?	Annual Cost Prior to Proposed Settlement 23-24 Adopted Budget	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
No <u>Adult Education Fund</u>				
Yes <u>Child Development Fund</u>	690,763	-	13,260	13,525
Yes <u>Cafeteria Fund</u>	1,340,978	-	17,524	17,874
No <u>Other Enterprise Fund</u>				
No <u>Other Fund</u>				

*Note: Cost of this settlement agreement is included in the 23-24 Adopted Budget.

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

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

The agreement between CSEA and SYSD is for the period of July 1, 2022 through June 30, 2025. The change in compensation and benefits includes the following: 6% salary increase beginning July 1, 2022; 0.5% salary increase beginning January 1, 2023; effective January 1, 2023- \$500 added to health and welfare cap - new H&W cap will be \$10,500. Additionally, each CSEA employee will receive a 2.0% Off-Schedule payment.

10. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

One additional column has been added to the classified salary schedule for classisfied employees with a bachelors degree (Grade 5). Additionally, a classified employee with a masters degree will receive a \$1500 stipend.

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

There were no changes in non-compensation items such as class size adjustments, staff development days, etc.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There were no specific impacts on instructional and support programs to accommodate the settlement agreement.

Will the increase in costs as a result of the agreement necessitate budget reductions in the current or subsequent two fiscal years?

YES NO

If yes, please specify the amount of the budget reductions necessary for each fiscal year

	2023-24	2024-25	2025-26
\$	3,000,000.00	\$ 1,500,000.00	\$ 500,000.00

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and CSEA agree to re-open two (2) Articles of their choice on or before March, of each year of this agreement.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

No major revisions were made to other provisions within the agreement.

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund, Child Development Fund, Cafeteria Fund; 2% Off-Schedule will be funded by ESSER III.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

This is a 3 year agreement. Ongoing costs will be funded by the general fund, the child development fund and the cafeteria fund.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is a 3 year agreement. Ongoing costs will be funded by the general fund, the child development fund and the cafeteria fund.

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of June 22, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 57,432,598			\$ 57,432,598
Federal Revenue 8100-8299	\$ 100,000		\$ -	\$ 100,000
Other State Revenue 8300-8599	\$ 803,992			\$ 803,992
Other Local Revenue 8600-8799	\$ 100,000		\$ -	\$ 100,000
TOTAL REVENUES	\$ 58,436,590		\$ -	\$ 58,436,590
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 22,685,797			\$ 22,685,797
Classified Salaries 2000-2999	\$ 8,214,217	\$ 1,143,735	\$ (943,050)	\$ 8,414,903
Employee Benefits 3000-3999	\$ 11,552,568	\$ 527,528	\$ (352,512)	\$ 11,727,584
Books and Supplies 4000-4999	\$ 903,275		\$ -	\$ 903,275
Services and Other Operating Expenditures 5000-5999	\$ 5,794,282		\$ -	\$ 5,794,282
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 271,000			\$ 271,000
Transfers of Indirect Costs 7300-7399	\$ (723,968)		\$ -	\$ (723,968)
TOTAL EXPENDITURES	\$ 48,697,172	\$ 1,671,264	\$ (1,295,562)	\$ 49,072,873
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699		\$ -		\$ -
Contributions 8980-8999	\$ (9,643,385)	\$ -	\$ -	\$ (9,643,385)
OPERATING SURPLUS (DEFICIT)*	\$ 96,034	\$ (1,671,264)	\$ 1,295,562	\$ (279,668)
BEGINNING FUND BALANCE				
9791	\$ 3,146,340			\$ 3,146,340
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 3,242,374	\$ (1,671,264)	\$ 1,295,562	\$ 2,866,672
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted 9740				
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780	\$ 960,459	\$ (386,971)	\$ -	\$ 573,488
Reserve for Economic Uncertainties 9789	\$ 2,231,913	\$ 11,271	\$ -	\$ 2,243,184
Unassigned/Unappropriated Amount 9790	\$ 2	\$ (1,295,564)	\$ 1,295,562	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of June 22, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 233,940		\$ -	\$ 233,940
Federal Revenue	8100-8299	\$ 2,922,262		\$ -	\$ 2,922,262
Other State Revenue	8300-8599	\$ 10,066,123		\$ -	\$ 10,066,123
Other Local Revenue	8600-8799	\$ 3,034,219			\$ 3,034,219
TOTAL REVENUES		\$ 16,256,544		\$ -	\$ 16,256,544
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 4,738,328		\$ -	\$ 4,738,328
Classified Salaries	2000-2999	\$ 3,797,467	\$ -	\$ -	\$ 3,797,467
Employee Benefits	3000-3999	\$ 6,985,591	\$ -	\$ -	\$ 6,985,591
Books and Supplies	4000-4999	\$ 5,031,746		\$ -	\$ 5,031,746
Services and Other Operating Expenditures	5000-5999	\$ 4,653,673			\$ 4,653,673
Capital Outlay	6000-6999	\$ -			\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 493,124		\$ -	\$ 493,124
TOTAL EXPENDITURES		\$ 25,699,929	\$ -	\$ -	\$ 25,699,929
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -		\$ -
Contributions	8980-8999	\$ 9,643,385	\$ -	\$ -	\$ 9,643,385
OPERATING SURPLUS (DEFICIT)*		\$ 200,000	\$ -	\$ -	\$ 200,000
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 2,177,102			\$ 2,177,102
ENDING FUND BALANCE		\$ 2,377,102	\$ -	\$ -	\$ 2,377,102
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,377,102	\$ -	\$ -	\$ 2,377,102
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of June 22, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 57,666,538		\$ -	\$ 57,666,538
Federal Revenue 8100-8299	\$ 3,022,262		\$ -	\$ 3,022,262
Other State Revenue 8300-8599	\$ 10,870,115		\$ -	\$ 10,870,115
Other Local Revenue 8600-8799	\$ 3,134,219		\$ -	\$ 3,134,219
TOTAL REVENUES	\$ 74,693,134		\$ -	\$ 74,693,134
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 27,424,125	\$ -	\$ -	\$ 27,424,125
Classified Salaries 2000-2999	\$ 12,011,684	\$ 1,143,735	\$ (943,050)	\$ 12,212,370
Employee Benefits 3000-3999	\$ 18,538,159	\$ 527,528	\$ (352,512)	\$ 18,713,175
Books and Supplies 4000-4999	\$ 5,935,021		\$ -	\$ 5,935,021
Services and Other Operating Expenditures 5000-5999	\$ 10,447,955		\$ -	\$ 10,447,955
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 271,000		\$ -	\$ 271,000
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ (230,844)		\$ -	\$ (230,844)
TOTAL EXPENDITURES	\$ 74,397,100	\$ 1,671,264	\$ (1,295,562)	\$ 74,772,802
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 296,034	\$ (1,671,264)	\$ 1,295,562	\$ (79,668)
BEGINNING FUND BALANCE				
9791	\$ 5,323,442			\$ 5,323,442
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 5,619,476	\$ (1,671,264)	\$ 1,295,562	\$ 5,243,774
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 50,000	\$ -	\$ -	\$ 50,000
Restricted 9740	\$ 2,377,102	\$ -	\$ -	\$ 2,377,102
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 960,459	\$ (386,971)	\$ -	\$ 573,488
Reserve for Economic Uncertainties 9789	\$ 2,231,913	\$ 11,271	\$ -	\$ 2,243,184
Unassigned/Unappropriated Amount 9790	\$ 2	\$ (1,295,564)	\$ 1,295,562	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (1,295,562)	Increase in compensation and H&W benefits are included in the 23-24 Adopted Budget.
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

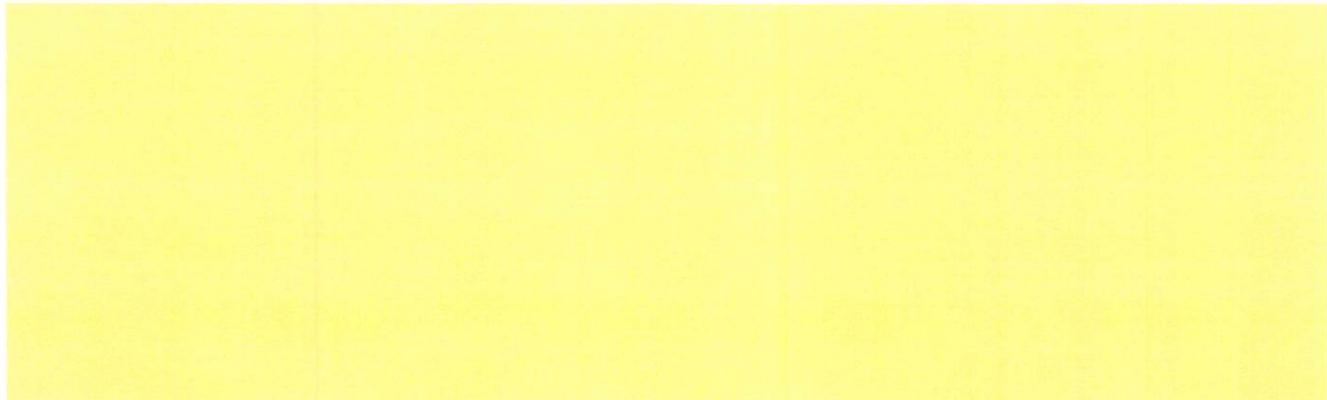
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Fund 63 - Other Enterprise Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:



Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 57,432,598	\$ 57,676,016	\$ 58,173,018
Federal Revenue 8100-8299	\$ 100,000	\$ 100,000	\$ 100,000
Other State Revenue 8300-8599	\$ 803,992	\$ 777,312	\$ 764,691
Other Local Revenue 8600-8799	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL REVENUES	\$ 58,436,590	\$ 58,653,328	\$ 59,137,709
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 22,685,797	\$ 23,139,513	\$ 23,486,606
Classified Salaries 2000-2999	\$ 8,414,903	\$ 8,378,502	\$ 8,733,201
Employee Benefits 3000-3999	\$ 11,727,584	\$ 11,585,496	\$ 11,791,697
Books and Supplies 4000-4999	\$ 903,275	\$ 912,489	\$ 906,725
Services and Other Operating Expenditures 5000-5999	\$ 5,794,282	\$ 5,680,869	\$ 5,830,844
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 271,000	\$ 271,000	\$ 271,000
Transfers of Indirect Costs 7300-7399	\$ (723,968)	\$ (745,832)	\$ (765,522)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 49,072,873	\$ 49,222,037	\$ 50,254,551
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ (9,643,385)	\$ (9,943,385)	\$ (10,243,385)
OPERATING SURPLUS (DEFICIT)*	\$ (279,668)	\$ (512,094)	\$ (1,360,227)
BEGINNING FUND BALANCE			
9791	\$ 3,146,340	\$ 2,866,672	\$ 2,354,578
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,866,672	\$ 2,354,578	\$ 994,351
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 50,000	\$ 50,000	\$ 50,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 573,488	\$ 21,007	
Reserve for Economic Uncertainties 9789	\$ 2,243,184	\$ 2,283,571	\$ 944,351
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 233,940	\$ 233,940	\$ 233,940
Federal Revenue 8100-8299	\$ 2,922,262	\$ 2,922,262	\$ 2,922,262
Other State Revenue 8300-8599	\$ 10,066,123	\$ 10,323,800	\$ 10,551,597
Other Local Revenue 8600-8799	\$ 3,034,219	\$ 3,034,219	\$ 3,034,219
TOTAL REVENUES	\$ 16,256,544	\$ 16,514,221	\$ 16,742,018
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 4,738,328	\$ 4,833,094	\$ 4,905,591
Classified Salaries 2000-2999	\$ 3,797,467	\$ 3,873,416	\$ 3,931,517
Employee Benefits 3000-3999	\$ 6,985,591	\$ 7,805,168	\$ 7,901,047
Books and Supplies 4000-4999	\$ 5,031,746	\$ 5,083,075	\$ 5,115,605
Services and Other Operating Expenditures 5000-5999	\$ 4,653,673	\$ 4,794,214	\$ 4,920,781
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 493,124	\$ 508,016	\$ 521,428
Other Adjustments		\$ -	
TOTAL EXPENDITURES	\$ 25,699,929	\$ 26,896,984	\$ 27,295,969
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 9,643,385	\$ 9,943,385	\$ 10,243,385
OPERATING SURPLUS (DEFICIT)*	\$ 200,000	\$ (439,378)	\$ (310,566)
BEGINNING FUND BALANCE			
9791	\$ 2,177,102	\$ 2,377,102	\$ 1,937,724
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 2,377,102	\$ 1,937,724	\$ 1,627,158
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 2,377,102	\$ 1,937,724	\$ 1,627,158
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 57,666,538	\$ 57,909,956	\$ 58,406,958
Federal Revenue 8100-8299	\$ 3,022,262	\$ 3,022,262	\$ 3,022,262
Other State Revenue 8300-8599	\$ 10,870,115	\$ 11,101,112	\$ 11,316,288
Other Local Revenue 8600-8799	\$ 3,134,219	\$ 3,134,219	\$ 3,134,219
TOTAL REVENUES	\$ 74,693,134	\$ 75,167,549	\$ 75,879,727
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 27,424,125	\$ 27,972,607	\$ 28,392,196
Classified Salaries 2000-2999	\$ 12,212,370	\$ 12,251,918	\$ 12,664,719
Employee Benefits 3000-3999	\$ 18,713,175	\$ 19,390,664	\$ 19,692,744
Books and Supplies 4000-4999	\$ 5,935,021	\$ 5,995,564	\$ 6,022,330
Services and Other Operating Expenditures 5000-5999	\$ 10,447,955	\$ 10,475,083	\$ 10,751,625
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 271,000	\$ 271,000	\$ 271,000
Transfers of Indirect Costs 7300-7399	\$ (230,844)	\$ (237,816)	\$ (244,094)
Other Adjustments	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 74,772,802	\$ 76,119,020	\$ 77,550,520
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (79,668)	\$ (951,471)	\$ (1,670,793)
BEGINNING FUND BALANCE			
9791	\$ 5,323,442	\$ 5,243,774	\$ 4,292,303
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 5,243,774	\$ 4,292,303	\$ 2,621,509
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 50,000	\$ 50,000	\$ 50,000
Restricted 9740	\$ 2,377,102	\$ 1,937,724	\$ 1,627,158
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 573,488	\$ 21,007	\$ -
Reserve for Economic Uncertainties 9789	\$ 2,243,184	\$ 2,283,571	\$ 944,351
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Public Disclosure of Proposed Collective Bargaining Agreement

SAN YSIDRO SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 74,772,802	\$ 76,119,020	\$ 77,550,520
b. Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c. Net Expenditures, Transfers Out, and Uses	\$ 74,772,802	\$ 76,119,020	\$ 77,550,520
d. Projected P-2 ADA	3,788	3,712	3,638
e. State Standard Minimum Reserve Percentage for this District	3.00%	3.00%	3.00%
f. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line e, or \$69,000)	\$ 2,243,184	\$ 2,283,571	\$ 2,326,516

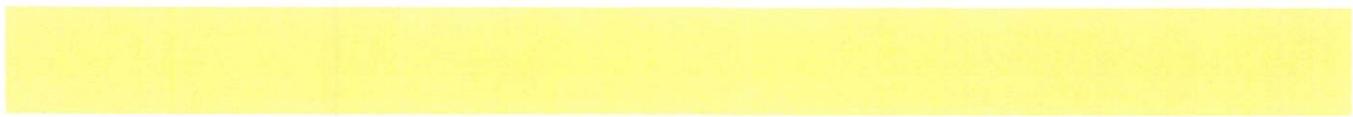
2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,243,184	\$ 2,283,571	\$ 944,351
b. General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 2,243,184	\$ 2,283,571	\$ 944,351
f. Reserve for Economic Uncertainties Percentage	3.00%	3.00%	1.22%

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

2023-24	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2024-25	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2025-26	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

4. If no, how do you plan to restore your reserves?



J. CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year-All Funds

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	1,671,264
\$	(1,671,264)

Subsequent Years- All Funds

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)

\$	2,851,721
\$	(2,851,721)

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Certifications

I hereby certify

I am unable to certify

- The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.
- The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.


District Superintendent
(Signature)

8/1/2023
Date

I hereby certify

I am unable to certify

- The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.
- The costs incurred by the school district as a result of this agreement can be met by the district during the term of the agreement.


Chief Business Official
(Signature)

8/1/2023
Date

Contact Person:

MARILYN ADRIANZEN

Telephone Number:

619-428-4476

Parent/Teacher Organization Contact Information (attach additional page if more space is needed)

E-mail address

TENTATIVE AGREEMENT

Between

California School Employees Association and its San Ysidro Chapter #154 (CSEA)

AND

San Ysidro School District

July 21, 2023

Subject to the ratification by the California School Employees Association and its San Ysidro Chapter #154 and approval by the San Ysidro School District Board of Trustees, the parties have tentatively agreed to a successor Agreement for the period of July 1, 2022 through June 30, 2025. Modifications have been made to the following articles which are attached and incorporated into this Tentative Agreement:

- Article 1: Term of Agreement and Signature Page
- Article 2: Recognition
- Article 3: CSEA Organizational Rights
- Article 5: Non-Discrimination
- Article 6: :Leaves
- Article 9: Evaluation Procedures and Personnel Files
- Article 11: Vacation Plan
- Article 12: Holidays
- Article 13: Hours of Employment
- Article 14: Wages and Fringe Benefits
- Article 15 Classification, Reclassification and Abolition of Positions
- Article 16: Layoff and Reemployment
- Appendix A Classification Table
- Appendix B Classified Salary Schedule
- Appendix C Classified Performance Evaluation including Classified Growth Plan
- Appendix D: Catastrophic Leave Bank Donation Form

- Appendix E Classified Catastrophic Event Illness Leave Bank Request for Withdrawal Form
- Appendix G Reclassification Position Description Questionnaire

All other provisions of the Agreement shall remain unchanged.

For the District:

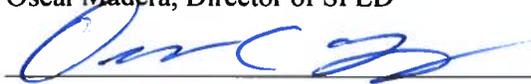
Joseph Sanchez, Legal Council



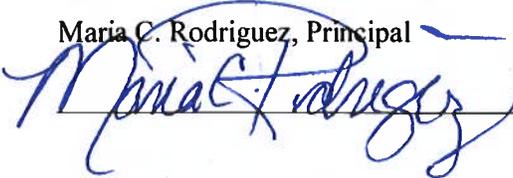
Marilyn Adrianzen, CBO



Oscar Madera, Director of SPED

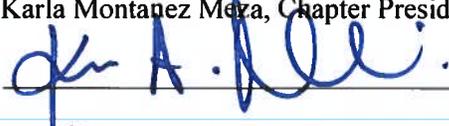


Maria C. Rodriguez, Principal

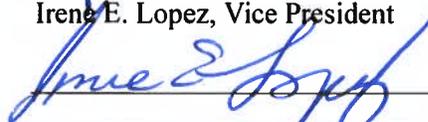


For CSEA:

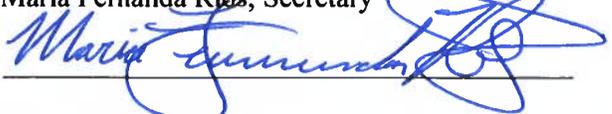
Karla Montanez Meza, Chapter President



Irene E. Lopez, Vice President



Maria Fernanda Rios, Secretary



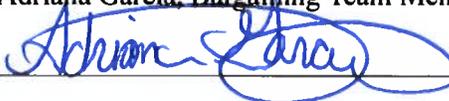
Margarita Meza, Treasurer



Pablo Sainz Garibaldi, Chief Union Steward



Adriana Garcia, Bargaining Team Member



Daniel Camberos, Bargaining Team Member



Gustavo Padilla, CSEA Labor Representative



Jack Metivier, CSEA Labor Representative



ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE

The articles and provisions contained herein constitute an agreement between the governing board of the San Ysidro School District (“District”) and California School Employees Association (“CSEA”) and its San Ysidro Chapter 154, an employee organization. The California School Employees Association and The San Ysidro Chapter 154, shall hereinafter be referred to as “CSEA” or “Association.”

This Agreement is entered into pursuant to the provisions of the Educational Employment Relations Act for the term July 1, 2022 through June 30, 2025.

This Agreement signed and entered into this ____ day of August 2023.

For the District:

Linda Olea, Executive Director of Human Resources

Joseph Sanchez, Legal Council

Jose Iniguez, Assistant Superintendent

Marilyn Adrianzen, CBO

Oscar Madera, Director of SPED

Maria C. Rodriguez, Principal

For CSEA:

Karla Montanez Meza, Chapter President

Irene E. Lopez, Vice President

Maria Fernanda Rios, Secretary

Margarita Meza, Treasurer

Pablo Sainz-Garibaldi, Chief Union Steward

Adriana Garcia, Bargaining Team Member

Daniel Camberos, Bargaining Team Member

Gustavo Padilla, CSEA Labor Representative

Jack Metivier, CSEA Labor Representative

TA: 7/21/23 MW
Karla Montanez
W. G. PADILLA

ARTICLE 2. RECOGNITION

A. The District recognizes the CSEA to be the exclusive representative of the following probationary and permanent parttime and fulltime classified employees:

Accountant Technician I	Instructional Aide
Accountant Technician II	Instructional Aide, Special Education
Accountant Technician III	Instructional Health Care Assistant
Accounts Payable Specialist	Instructional Media Resource Aide
Administrative Clerk I	Lead Campus Security
Administrative Clerk II	Lead Child Nutrition Specialist
Administrative Secretary I	Lead Custodian
Administrative Secretary II	Lead Gardener
Administrative Secretary III	Lead Maintenance
Area Production Lead Manager	Licensed Vocational Nurse
Bus Driver	Locker Room Attendant
Buyer	Maintenance Person
Campus Aide	Maintenance/Electrical Person
Campus Security	Maintenance/HVAC
Child Nutrition Specialist	Maintenance/Locksmith
Children & Families Project Facilitator	Maintenance/Plumber
Custodian	Mechanic
Data Reporting Analyst	Outreach Consultant
Data Support Specialist	Publication Technician
Delivery Person	School Administrative Assistant
District Translator	Senior Payroll and Benefits Accountant
Gardener	Special Education Technician
Health Clerk	Testing Assistant
Information Computer Specialist	Transportation Operations Technician
Information Systems Analyst	Warehouse Distribution Associate

TA:

12-06-2022
FR

- B. The unit excludes management, supervisory, and confidential employees as defined by EERA; and all substitute, temporary and short term~~short term~~ employees.
- C. Whenever the District establishes a new position in the classified service of the District and plans to designate such new position as management, supervisory or confidential, the District will notify the CSEA and give the CSEA an opportunity for input. Disputed cases may be submitted to the Public Employment Relations Board pursuant to applicable law and regulations.

ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS

- A. The District will deduct from the pay of CSEA members and pay to the CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the appropriate form subject to the following conditions:
1. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee. The District shall also accept the certification provided by CSEA on dues deductions for bargaining unit members; if CSEA states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is raised by the employee.
 2. The District shall be obliged to put into effect any new, changed, or discounted deduction providing such a request is submitted by the 10th of the month to the Director of Accounting and said deduction shall commence with that month's pay period.
- B. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, charitable contributions, or any other programs approved by the District.
- C. CSEA shall have the sole and exclusive right as an employee organization to have membership dues deducted for employees in the bargaining unit.
- D. Upon request, names, addresses, telephone numbers, site, and classification of all unit members shall be provided to the Association (as soon as practicable) unless the employee requests in writing non-disclosure of such information pursuant to Government Code Section 6254.3. A copy of such request shall be forwarded to the Association.
- E. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- F. CSEA shall indemnify and hold the District harmless from any and all claims, suits or any other actions, including reasonable attorneys' fees, arising from provisions of this Article or from implementation of provisions of this Article.
- G. The District shall refer all requests for changes in membership status or Victory Club Status to the CSEA San Diego Field Office (858) 202-2624 or the bargaining unit's assigned CSEA Labor Relations Representative. The District shall not cancel an employee's dues deduction or Victory Club deduction without CSEA authorization.

TA : 2/15/2023

80 km. *[Signature]*

H. CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

1. The right of access at reasonable times to areas in which employees' work, the right to use institutional bulletin boards, mailboxes, and other means of communication such as district email, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings, concerned with the exercise of rights guaranteed by the EERA.
2. The right to review bargaining unit employee's personnel files and any other records dealing with employees when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.
3. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees every year. The roster shall indicate the employee's present classification and primary job site.
4. CSEA shall be entitled to designate up to seven (7) representatives for the purpose of negotiations without loss of compensation. Whenever possible, CSEA Representatives should attend to CSEA business outside the normal work hours so as to minimize disruptions to the business and operation of the District. However, CSEA representatives shall be allotted a total of ~~twenty-eight~~ **twenty-eight** (~~28~~) hours, in thirty **minute** increments or more, per month to attend to CSEA business that could not be addressed outside normal work hours. These hours can be carried over from month-to-month, but cannot be carried over from fiscal year to fiscal year. CSEA representatives shall provide immediate supervisor with a minimum of twenty-four (24) hours prior notice for all CSEA activities occurring within normal work hours.
5. The District agrees to provide reasonable periods of release time with pay for the purposes of processing grievances, representation of bargaining unit members and discipline. This release time shall be granted to the chapter president and all job steward representatives and any other person authorized of the CSEA.
6. The District agrees to print material, including this collective bargaining agreement, for CSEA on its offset printing press. ~~subject to the following requirements: ¶~~
 - a. ~~Fortyeight (48) hour advance notice on the prescribed District form submitted to the office of the Superintendent. ¶~~
7. ~~CSEA agrees to pay all actual costs incurred when billed by the District.~~

I. ~~The District shall print or duplicate a copy of this Agreement for bargaining unit members. CSEA shall reimburse the District for onehalf (1/2) of all costs in such printing or duplication.~~

J. The district shall provide a temporary office space, which could change annually based on availability, to CSEA where confidential meetings can be held and confidential files can be stored until a permanent location has been selected.

K. Organizational Leave

CSEA shall be entitled to send no more than four (4) delegates to the single annual CSEA Conference. Delegates shall receive paid leave for workdays missed while in actual attendance at the Conference. Requests for such leave must be submitted six (6) weeks prior to the Conference.

L. A CSEA representative shall, without loss of pay, conduct a contract orientation session for newly hired bargaining unit members. Contract orientation sessions shall be limited to once per month for newly hired bargaining unit members. Such contract orientation sessions shall be held during employee(s) working hours, but it shall be limited to one hour and it shall be mutually scheduled by CSEA and the District. Best efforts shall be made for the orientation session to take place prior to the new employee being Board approved and beginning work. ~~with the Assistant Superintendent of Personnel.~~

1. The District will provide reasonable release time to CSEA Leaders designated by the CSEA President to participate in 1 on 1 new employee orientation sessions.

a. Unit members being orientated shall receive one (1) hour duty-free to be orientated by CSEA.

M. The District shall provide reasonable release time to the CSEA bargaining team to prepare and review proposals.

ARTICLE 5. NON-DISCRIMINATION

- A. The parties acknowledge that the District is an equal employment opportunity/affirmative action employer.
- B. The District and/or the Association shall not engage in unlawful discrimination against any unit member based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, domicile, political affiliation, or membership in any employee organization, disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics
- C. The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their legal exercise of the rights guaranteed by the EERA.
- D. This Article is limited to matters within the scope of representation, and to discrimination prohibited under applicable federal and/or state statutes.
- E. No grievance shall be processed through the Grievance Procedure by any member of the bargaining unit who pursues any other available legal remedy.
- F. CSEA and its unit members with documented work restrictions have the right to have an Interactive Process Meeting (hereinafter "IPM") upon request, to determine if the employee can perform the essential functions of their job with or without a reasonable accommodation.
 - I. CSEA shall have the right to represent CSEA unit members in IPMs initiated by either the district or the unit member.

TA:

12-06-2022

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F.R. 11.2
Page 22 of 74

ARTICLE 6. LEAVES

A. General

1. The District shall have the right to award leaves with or without remuneration. The District may require employees on any form of leave of absence to verify to the District's satisfaction that the entire leave is being used or was used for the reason(s) for which the leave was granted.
2. Any failure to provide verification upon District request shall allow the District to cancel such leave immediately in addition to any other remedies which may also exist.
3. All following sections shall be governed by the provisions of this Section.

B. Sick Leave

1. A full-time classified employee employed for a full workweek and a full fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury. A classified employee employed for a full workweek, but less than a full fiscal year, is entitled to that proportion of 12 days as the number of months he/she is employed bears to twelve (12).
2. Sick leave for a part time or regular hourly bargaining unit employee shall be on the basis of his/her daily hours prorated one (1) day per month of service.
3. Credit for illness and injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate number to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of service with the District.
4. If the employee does not utilize the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as he/she remains in the employment of the District.
5. Employees covered by this Agreement shall be required to present a licensed physician's certificate verifying the personal illness or injury for five (5) or more consecutive working days of absence.
6. For the 2023-2026 contract years only, the District shall agree to permit Personal Illness absences in one hour increments for all bargaining unit members.

TA: 07/06/2023

98

Karla Munoz
GUSTAVO PADILLA

- a. Unit members who enter an absence that is not in one hour increments shall have their absence rounded up to the next hour increment.

Unless negotiated prior to the end of the 2026 school year, the language would revert back to following:

Absences for less than a full workday shall be administered as follows:

- b. If a unit member leaves work due to illness or for a doctor's appointment, the unit member's sick leave shall be charged for time lost rounded to the nearest ½ day.

C. **Catastrophic Leave Bank**

1. The District shall establish a catastrophic illness/injury leave bank to which eligible unit members may voluntarily donate earned sick and vacation leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled Catastrophic Leave Bank Donation Form (Appendix F). A donation to the bank shall be a general donation ~~and shall not be donated to a~~ or to a specific employee as designated by the employee making the donation. Unit members shall be permitted to make donations to the catastrophic illness/injury bank at any time during the school year.
2. A catastrophic illness/injury is defined to mean an illness/injury that is expected to incapacitate the employee for an extended period of time and taking time off from work would create a financial hardship for the employee.
3. Qualifications to make donations are as follow:
 - a. The unit member must have an accumulated sick leave balance of at least ten (10) sick and/or vacation leave days at the time of donation.
 - b. The eligible unit member must donate a minimum of one (1) working day of sick and/or vacation leave hours to the bank, but not more than five (5) working days of sick and/or vacation leave hours in any one (1) school year.
 - c. Any unit member making a donation to a specific employee should also be deemed an eligible qualified employee if needing to benefit from the bank.
 - d. Any leave donated to a specific employee under this provision that remains unused shall be returned to the general donation bank.

4. Any permanent unit member who suffers from a catastrophic illness/injury is eligible to apply for use of sick leave days from the bank, except that unit members not currently participating in the catastrophic leave bank (i.e., donating accrued and unused sick leave) may only apply for and use sick leave days from the bank in cases of extreme hardship, as determined by the Catastrophic Event/Illness Leave Bank Peer Review Committee. To be eligible for use of bank days, the unit member must have exhausted all accrued paid leave credits, including vacation. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving bank hours.
5. Hours of donations or utilization are based upon full-time employment and utilization for part-time employees shall be credited or used on a pro-rata basis. The maximum number of hours to be utilized by any one eligible unit member for a single catastrophic illness/injury shall be as follows:
 - a. If the unit member has contributed one (1) day or less he/she would be eligible for up to fifteen (15) days withdrawal from the catastrophic illness bank.
 - b. If a unit member has contributed two (2) days he/she would be eligible for up to thirty (30) days withdrawal from the catastrophic illness bank.
6. Maximum withdrawal from the bank in any one year shall not exceed sixty (60) days **per unit member, unless specific donations have been made to the employee. In this case, the leave shall be extended to equal the same number of days donated to the specific employee.**
7. A unit member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician.
8. Solicitation for the bank shall be administered by CSEA Chapter 154. The District shall provide all forms which are to be used for this purpose. All forms shall be forwarded to the Human Resources Department for processing.
9. Catastrophic Event/Illness Leave Bank Peer Review Committee: All employees wishing to use this Catastrophic Event/Illness Leave Bank shall submit a Classified Catastrophic Event/Illness Leave Bank Request for Withdrawal Form. This form shall be submitted to the Human Resources Department. The request shall state the maximum number of days being requested by the employee. The Catastrophic Event/Illness Leave Bank Committee shall consider the request of the employee. The committee shall consist of three (3) standing committee Members, one at large committee member and one alternate member. The standing committee members shall be the Director of Human Resources, the

CSEA President, and a member of the CSEA Executive Board. The purpose of the committee shall be to verify eligibility for leave under this Article.

The at-large member and alternate shall be selected by the CSEA Executive Board. Approval of any request shall require a majority vote of the committee members. The decision of the committee shall be final and binding and not subject to the grievance procedure of the Collective Agreement in force between the District and CSEA.

10. Employees who are granted use of the catastrophic leave bank shall be considered in regular paid status while using donated leave days. Leave granted under this Agreement will be coordinated with the fifty percent (50%) differential leave to create a full day of wages. Health and Welfare benefits will continue as applicable.
11. CSEA Chapter 154 shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this article.

D. Extended Sick Leave

1. Unit members who are absent due to their personal illness or injury for more days than their accumulated sick leave balance in a fiscal year shall be entitled to up to 100 days of Extended Sick Leave paid at 50% of the member's salary as follows:
 - a. Sick leave, including accumulated sick leave from previous years, and the 100 days of Extended Sick Leave shall run concurrently.
 - b. If a Unit Member has less than 100 days of accumulated sick leave and uses all of those days in a fiscal year, he or she shall be entitled to Extended Sick Leave equal to the difference between 100 days and the amount of accumulated sick leave in that fiscal year.
 - c. Up to 100 days of Extended Sick Leave is available in each fiscal year but unused amounts from one year shall not be carried forward into the subsequent year.

E. Personal Necessity Leave

1. Personal necessity leave shall be granted to an employee who has sufficient sick leave credit, for circumstances that in the opinion of the District are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off duty hours.

- a. Such members may elect to use not more than seven (7) days per year of unused sick leave for purposes of "approved personal necessity" leave. It is agreed and understood, however, that an absence would not qualify under this provision if the reason for such an absence was to participate collectively or individually in concerted employee activities such as a strike, work stoppage, or other organized or unorganized withholding of service from the District.
 - b. Unused personal necessity leave entitlement shall not be accumulated from year to year.
 - c. The number of days of personal necessity leave shall not exceed the number of full days of unused sick to which the member is entitled.
 - d. If possible, the employee shall submit a request for "personal necessity" leave via the electronic absence system three (3) workdays prior to the beginning date of the leave. It is understood that all personal necessities cannot be anticipated, but it is the intent to administer this policy as equitable as possible for all classified employees of the District.
 - e. The District reserves the right to review each request and to verify such request by any appropriate means. The immediate supervisor is responsible for granting or denying the request.
 - f. Unit members using Family Medical Leave and California Family Rights Act Leave to care for an ill or injured child, spouse, parent, or registered domestic partner shall be required to take all available Personal Necessity Leave concurrently.
2. In the event of denial of request for "personal necessity" leave by the employee's immediate supervisor, the employee may, prior to request leave date, appeal the decision to the Human Resources Department Head.
 3. The prior approval requirements shall not apply to the following reasons:
 - a. Death or serious illness of a member of the immediate family. Requests granted under this provision shall be in addition to those provided under the Bereavement Leave of this Article.
 - b. Accident, involving the unit member or his/her property, or the person or property of a member of the immediate family.
 - c. Any other emergency that may arise.

4. For purposes of this Article, immediate family is defined under the Bereavement Leave Section.

F. Bereavement Leave

1. An employee shall be eligible for up to five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.
2. For the purpose of this Article, an immediate family shall be defined as the following relatives of the unit member or his/her spouse or registered domestic partner: mother, father, foster parent, grandmother, grandfather, foster child, son, daughter, niece, nephew, aunt, uncle, grandchild, brother, sister, any relative or person sharing the immediate household of the unit member or a close friend, and any employee suffering the loss of their unborn child or unborn grandchild. In the case of a close friend, a unit member shall be entitled to only one (1) day of leave of absence without loss of salary once in a two-year period.

G. Industrial Accident and Illness Leave

1. An employee shall be eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
2. An employee who has sustained a job related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twentyfour (24) hours of the injury or illness. To qualify for industrial accident or illness leave, an employee shall be examined and treated, if necessary, by a physician designated by the District or the District's industrial accident insurance carrier. Whoever may be designated to treat the employee, if necessary, the District retains the right to have the employee thereafter examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.
3. Industrial accident or illness leave shall be subject to the following limitations:
 - a. Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
 - b. Such leave shall not be accumulated from year to year.

- c. Such leave shall commence on the first day of authorized absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - d. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness.
 - e. For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any temporary disability indemnity checks received by him/her which could make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
 - f. Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
 - g. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee. Any employee receiving benefits for such leave shall, during the period of injury or illness, remain within the State of California unless the District previously authorized travel outside the State.
4. Any employee shall be permitted to return to service following an industrial accident or illness only upon presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional wellbeing, and the health and safety of others.

5. "Light Duty Work" shall be defined as a temporary assignment offered by the District to meet an employee's temporary physical limitations resulting from an illness or injury (for purposes of this section, temporary shall mean the temporary physical limitations will last sixty (60) days or less pursuant to the District's Return To Work Program). If the physical limitations are temporary, the District shall make a determination as to whether reasonable accommodations can be made to allow the employee to return to work. Such a determination shall be within the sole discretion of the District. If the District determines that the physical limitations can be reasonably accommodated, the employee shall be allowed to return to work to perform "Light Duty Work" as soon as such a determination can be reasonably made. The employee shall produce whatever medical verification that the District requires in making a determination pursuant to this section.
6. The District shall comply with the Americans with Disabilities Act.

H. Jury Duty

1. A bargaining unit employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. The employee shall be entitled to all amounts received as reimbursement for meals, mileage, and parking.
2. Any employee in the bargaining unit whose regular assigned shift commences at 12 p.m. or after and who is required to serve all or part of the day on jury duty shall be relieved from work for that day without loss of pay.
3. It is the responsibility of the employee to report to work whenever he/she is not required to attend jury service. An employee released from jury duty prior to the end of their half day schedule shall return to work the remainder of their shift.
4. It is also the responsibility of the employee to contact his/her work site daily for the purpose of reporting absence due to jury service. Such reporting shall be in accordance with District approved procedures.

I. Pregnancy and Childbearing Leave

1. Unit members shall be entitled to up to four (4) months of Pregnancy Disability Leave pursuant to Government Code section 12945 and Education Code section 45193 running concurrently with all paid leaves and federal Family Medical Leave and subject to the following provisions:

- a. Unit members shall take all available Sick Leave and Extended Sick Leave during pregnancy disability.
- b. Unit members shall be expected to return to work no later than six (6) weeks following normal birth or eight (8) weeks following Cesarean section birth except under the following conditions:
 - i. The district receives a statement of continuing disability of the Unit Member from the attending physician.
 - ii. The Unit Member elects to take up to twelve (12) additional weeks of paid leave for child bonding pursuant to the California Family Rights Act within 12 months after the birth of the child.

J. Family Care Medical Leave

1. The District shall provide unit members family care and medical leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Leave Act (CFRA) in accordance with the following provisions:
 - a. Employees who have been employed for at least 12 months prior to the leave and worked at least 1,250 hours during that same period shall be entitled to 12 workweeks of unpaid or accumulated paid leave, excluding break periods but including holidays, within each fiscal year for the following situations:
 - i. Serious health condition of the employee.
 - ii. Serious health condition of the employee's child, parent, parent-in-law, spouse, ~~or~~ registered domestic partner, grandchild, grandparent, ~~or~~ sibling, or someone else related by blood or in a family like relationship specific as a designated person.
 - iii. Birth of a child, or placement of a child in the family for adoption or foster care.
 - b. Except in the case of pregnancy and subsequent child bonding, FMLA and CFRA leave shall run concurrently with each other.
 - c. For pregnancy, a Unit Member may take an additional twelve (12) workweeks of paid leave under CFRA to bond with a child within twelve (12) months of birth.
 - d. FMLA and CFRA shall run concurrently with all paid leaves, and in the case of pregnancy, childbirth, and related medical conditions FMLA shall also run concurrently with Pregnancy Disability Leave.

- e. Unit members shall be entitled to health and welfare benefits during FMLA and CFRA leave. In the event that FMLA and CFRA extends beyond any paid leaves, the unit member shall be required to remit the employee portion of any required premiums for dependent coverage to the District, in advance, pursuant to procedures in effect at the time.

K. Military Leave

1. A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

L. Retraining and Study Leave

1. A leave of absence without pay may be granted to a permanent bargaining unit member who has been employed continuously for at least five (5) years for the purpose of obtaining education relating to work done by employees in the District. All such education must be completed in an accredited postsecondary institution of higher education.
2. The length of any such leave will be determined jointly by the District and the bargaining unit member.

M. Leave Without Pay

1. After exhaustion of all applicable and available paid and unpaid leaves, non-probationary Unit members may apply for Leave Without Pay, subject to Board Approval, according to the following provisions:
 - a. Requests for Leave Without Pay may be made for the following reasons:
 - i. Long term personal injury or illness
 - ii. To care for seriously ill or injured child, spouse, parent, or registered domestic partner
 - iii. Parental, childbearing, or child rearing leave.
 - iv. Preparation for, and culmination of, placement of child by unit member through adoption or foster care.

- v. Up to four (4) weeks in any fiscal year (July through June) to campaign for election to public office by unit member.
 - vi. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, and other meetings that are related to improving the bargaining unit member's performance but are not approved or funded by the District.
 - vii. Study and travel.
 - viii. Personal business beyond personal necessity.
 - ix. Other personal or professional reasons approved by the Governing Board
- b. Written requests for leave shall be submitted to the Superintendent or his designated representative at least thirty (30) days before the commencement of a leave during the school year, and by March 15 of the current school year for leaves to commence the following school year. In cases of emergency or unforeseen circumstances the Superintendent may waive the time limits.
 - c. Approved leaves shall not exceed one (1) year except for a two (2) year leave which may be granted to a non probationary bargaining unit member who is accepted for service in the Peace Corps.
 - d. It shall be the responsibility of the bargaining unit member to notify the District of his/her intention to return from leave by March 15 in the year of the leave of absence.
 - e. For leaves occurring during the school year notification of intention to return must be made at least two (2) weeks prior to the expiration of the leave.
 - f. In the event that a bargaining unit member fails to notify the District, as required in this section, the District may terminate said bargaining member.

N. Re-Employment List

- 1. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty nine (39) months. When available, during the 39 month period, he/she shall be employed in a vacant

position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed for cause.

O. Other Leave Provisions

1. To be eligible for salary advancement the following school year, a Unit Member must be in a paid status for 75% or more of the school year.
2. Unit Members in an unpaid status due to absences pertaining to FMLA, CFRA, Pregnancy Disability, or Leave Without Pay do not accrue credit towards salary advancement or service for retirement.

ARTICLE 9. EVALUATION PROCEDURES AND PERSONNEL FILES

A. Probationary Unit Member Evaluations

1. Probationary unit members shall receive at least one (1) formal written performance evaluation ~~rating~~ by the 5th month of employment, during the six (6) month probation period. The unit member's supervisor shall also make their best efforts to provide guidance and support to the employee periodically and throughout their six (6) month probationary period.
2. The rating forms described herein shall be completed and signed by the unit member's immediate supervisor. An evaluation conference between the unit member and immediate supervisor shall be held within the 5 month mark referenced in Article 9, Section A, Subsection 1. The formal rating form shall contain information bearing on the unit member's performance related to the evaluation criteria established by the District. The data gathered relative to the unit member appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.
3. The rating shall contain an appraisal of the unit member's performance and, as appropriate, commendations or; specific suggestions for the improvement of the evaluatee's performance.
4. The evaluatee shall receive a written copy of the performance rating form described herein. The evaluatee may attach a written response to the performance evaluation.

B. Permanent Unit Member Evaluations

1. Performance evaluation reports for permanent employees shall be submitted by May 1st of the evaluation year. Bargaining unit employees employed with the District for more than three (3) years will be evaluated by their immediate supervisor every other year.
 - a. Permanent employees who receive a promotion to a new position shall serve as probationary for a six (6) month period, and an evaluation shall take place by the end of the six (6) months. The employee shall be evaluated once more the following school year prior to returning to an every other year evaluation cycle.
2. The rating described herein shall be completed and signed by the unit member's immediate supervisor. An evaluation conference between the unit member and the immediate supervisor shall be held. The formal rating form shall contain

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information bearing on unit member performance related to the evaluation criteria established by the District. The data gathered ~~relative to the~~ ~~relative the~~ unit member appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.

3. The rating shall contain an appraisal of the unit member's performance and, as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.
4. Prior to any evaluation, each employee shall be given information about the District's Performance Evaluation Form, program, and the Supervisor's standards, goals, objectives, and expectations for the employee. Should a permanent employee's performance fall short of these standards, the evaluator shall conduct subsequent counseling and provide assistance to insure that the employee has at least thirty (30) working days to improve his/her performance prior to the date of the evaluation.
5. The evaluatee shall receive a written copy of the performance rating form described herein. The evaluatee may attach a written response to the performance evaluation.

C. General Procedures

1. No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator.
2. Special or supplementary evaluations may be made at any time during the year. Bargaining unit employees who have completed five (5) years of service in their job classification and have received three (3) successive satisfactory annual written performance ratings may receive special or supplementary evaluations only in cases where the immediate supervisors determine that such evaluations are necessary because of possible inadequate job performance. Special or supplementary evaluations must adhere to the provisions of Section B4 regarding thirty (30) working days to improve.
3. With the exception of alleged violations of the expressed procedure provisions contained in the Article, evaluations and the substantive comments in evaluations shall not be subject to the grievance procedure.

D. Personnel Files

1. The personnel file of each unit member shall be maintained at the District's central administration office.

2. A unit member shall be provided with a copy of any derogatory written material ten (10) days before it is placed in the unit member's personnel file. A written response for the employee may be attached to the derogatory material.
3. A unit member shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination members, or were obtained in connection with a promotional examination.
4. All derogatory information placed in an employee's personnel file shall be dated and shall identify a supervisor or manager who had responsibility in the preparation or decision to file the derogatory information.
5. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
6. All personnel files shall be kept in confidence and shall be available for inspection only for the Board or appropriate management employees or authorized agents of the District when necessary in the proper administration of the District or the supervision of the employee.
7. The District shall maintain an individual log in each personnel file of all persons who review the file.

ARTICLE 11.VACATION PLAN

- A. **Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1 - June 30 and are expressed and used in days or portions of days rounded to the nearest ½ day.
- B. **Accumulation:** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules, so long as the employee is in paid status for more than one-half of the working days in a month. When an employee is in paid status for less than 1/2 of the working days in a month, vacation shall be earned and accumulated on a daily basis for that month:

Type	Completed Years of Service	Vacation Entitlement
10 Months	0 through 5	12
	6 through 10	14
	11 through 15	15
	16 through 20	17
	21+	18
11 Month	0 through 5	13
	6 through 10	15
	11 through 15	16
	16 through 20	18
	21+	19
12 Month	0 through 5	14
	6 through 10	16
	11 through 15	17
	16 through 20	19
	21+	20

- C. **Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.
- D. **Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- E. **Vacation Scheduling**

Vacations shall be scheduled in consultation with a unit member's supervisor. ~~Consultations should normally occur within the first thirty (30) days of the school year.~~

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Unit members shall submit a vacation calendar to their direct supervisor prior to fall break of each school year. Unit members may submit a revised calendar throughout the school year with advanced notice. In addition, each unit member must submit their vacation requests in the employee absence management system. ~~The supervisor shall~~ **will** ~~make the final determination as to vacation approval or denial~~ **schedules** after such a ~~request is submitted~~ **consultation**. The supervisor shall not deny vacation requests for arbitrary and capricious reasons.

1. All bargaining unit members may accumulate a maximum of one (1) year's vacation entitlement beyond July 1 of each year. However, with special administrative approval by the Superintendent or designee, an employee may carry over a maximum of one and one-half (1-1/2) years' vacation entitlement beyond July 1 of each year. Any requests to carry over more than one (1) year's vacation entitlement must be submitted in writing to the Human Resources Department no later than May 30 of each year.
2. Employees approaching the maximum vacation accrual shall be notified in writing four months prior to the end of the fiscal year. The employee, with supervisor, shall schedule vacation days prior to ~~June 30~~ **Spring Break of each school year** to ensure the employee does not exceed the maximum beyond their annual vacation entitlement. The District may require the employee to take the scheduled vacation days ~~or be cashed out if no days are scheduled~~.
3. Pursuant to Education Code Section 45197, if an employee is not permitted to take full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash.
4. Employees who have accrued vacation days will be paid in cash for the accrued vacation days upon their separation from the District.
5. All bargaining unit members must take vacation annually. The maximum Vacation period is twenty-two (22) working days, excluding holidays during the vacation period.
6. Vacation requests are to be submitted via the electronic absence system.
7. Vacation Postponement:
 - i. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the

vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

- ii. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year.
8. Vacations for twelve month bargaining unit members shall be scheduled at time requested, so far as possible, within the District's work requirements, as determined by the District.
 - a. Annually, the Association and the District shall meet to discuss up to five (5) prescheduled vacation days to be taken during winter and/or spring recess for twelve month bargaining unit members.
9. Ten and eleven month bargaining unit members shall take vacation days during winter and/or spring recess. Any earned additional days shall be taken on scheduled work days in consultation with and approval by their supervisor. Within the constraints determined by the District, as stated in this article, priority consideration shall be provided to any bargaining unit member who has filed a vacation request thirty (30) days prior to the desired vacation dates.
 - a. When two (2) or more bargaining unit members request the same vacation period and the supervisor has determined that all requested vacation may not be granted, the following procedure shall be implemented:
 - i. The supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.
 - ii. If the employees cannot resolve the conflict, the supervisor shall grant the vacation to the employee with the most district seniority.
 - b. Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the district, the department or classification within a school site shall have exercised their option to be granted priority consideration.
10. When a paid holiday occurs during the paid vacation of any bargaining unit member scheduled pursuant to this Article, such bargaining unit member shall be entitled to the paid holiday without reduction from earned vacation if the bargaining unit member would have been in paid status (if not on vacation) during a portion of the working day immediately preceding or succeeding the holiday.

11. Permanent classified employees in the bargaining unit may be permitted to interrupt or terminate their vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE 12. HOLIDAYS

A. Bargaining unit employees shall be granted the following eighteen ~~seventeen~~ (18+7) holidays with pay provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday:

New Year's Day

Martin Luther King, Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Cesar Chavez Birthday

Spring Holiday

Memorial Day

Juneteenth

Independence Day

Labor Day

Admission Day

Veterans' Day

Fall Holiday

Thanksgiving Holidays (2)

Christmas Holidays (2)

New Year's Eve

~~Fall Holiday~~

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- B. Bargaining unit employees also shall be granted pursuant to applicable and current law additional holidays which are declared by the President or the Governor, as provided for in subdivisions (a)(11) and (a)(12) of Education Code Section 37220 for a public fast, Thanksgiving or holiday; or any day declared a holiday under Education Code Section 37222. To be eligible for any such additional holidays, bargaining unit employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.
- C. In accordance with Education Code Section 37222, when any of the holidays listed above fall on a Saturday, the district shall observe that holiday on the preceding Friday. When any of the holidays listed above fall on a Sunday, the district shall observe that holiday on the following Monday.
- D. Pursuant to applicable and current law, bargaining unit employees also shall receive regular pay whether or not they are required to report for work on school days which pupils would otherwise have been ~~otherwise been~~ in attendance but are not and for which certificated personnel receive regular pay. To be eligible for any such additional paid day, bargaining unit employees must be in paid status during a portion of the working day immediately preceding or succeeding the paid day.
- E. The District shall consult with the CSEA during the establishment of the annual work calendar and any amendments thereto. CSEA and the District shall reach an agreement on the school calendar input in regard to holiday observances.

ARTICLE 13. HOURS OF EMPLOYMENT

A. Workweek

1. Full-time employees: The normal workweek of a full time employee shall consist of forty (40) hours, five (5) consecutive days Monday through Friday, and the normal workday shall be eight (8) hours.

Instructional Aides: Full-time equivalent Special Education Instructional Aides and Instructional Aides will work a 10-month year and a seven (7) hour duty day.

Instructional Health Care Assistants: All Instructional Health Care Assistants will work a seven (7) hour duty day.

No CSEA unit members shall have less than a 3.5 hour duty day.

2. Bargaining unit employees who work 4 1/2 to 8 hours per day shall be granted no less than thirty (30) minutes duty free lunch without pay. This lunch period shall be approximately at the midpoint or as arranged by the immediate supervisor.
3. Bargaining unit employees who work eight (8) hours per day shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of 15 minutes per four (4) hours worked.
4. Bargaining unit employees who work at least four (4) hours per day but less than eight (8) hours per day shall be granted a rest period of 15 minutes, approximately at the midpoint or as arranged by the immediate supervisor.
5. The District has the right to change the starting and ending times of bargaining unit members if the change is due to reasonable business necessity. The supervisor shall provide written notice of the proposed change ten (10) calendar days before the effective date. The District shall not institute a change in starting or ending time for arbitrary, disciplinary or capricious reasons. Employees have the right to request an informal hearing with the Director of Human Resources to verify the reasons for the change. In the event of an emergency, the District may institute a change without a ten (10) day notice after consultation with the CSEA Chapter President.
6. Any school day granted as an AB 777 staff development day for which the District receives state apportionment revenue is a regular workday for those unit members who would otherwise be at work with students in attendance.

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B. Overtime

1. Overtime compensation shall be provided to employees who receive a written directive by their immediate supervisor authorizing work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any calendar week. The authorization of any overtime shall rest solely with District management.
2. The District shall provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime.
3. The choice of compensation or compensatory time off shall be at the discretion of the employee. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. In the absence of such an election, the District will defer to the use of compensatory time. Compensatory time off shall be taken within twelve (12) months from the date on which it was earned.
4. Employees directed and authorized by the immediate supervisor and who serve five (5) consecutive workdays averaging four (4) hours or more per day shall be compensated on the sixth (6th) and seventh (7th) day following the commencement of the workweek at the rate of time and one half of the employee's regular rate of pay.
5. The District shall have the right to determine when overtime shall be worked and shall have the right to require unit members to work overtime.
6. Overtime assignments shall be made by the employee's supervisor and shall be distributed and rotated equally among employees within each department. Supervisors shall maintain and use an overtime assignment rotation list.
7. Nothing herein shall be construed as a violation of the Federal Fair Labor Standards Act. The District may take such action and modify such practices as may be necessary to ensure conformity of this Article with that statute.

C. A bargaining unit employee who works a minimum of thirty (30) minutes per day in excess of his/her part time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45137 of the Education Code.

D. Bargaining unit employees called in or called back to work shall be guaranteed a minimum of two (2) hours of pay. The District shall construct a list of volunteers for call back duty in descending order of bargaining unit seniority. The most senior employees

will be given the call back work assignments on a rotational basis. Once an employee works a call back assignment, the employee's name will be placed on the bottom of the list and will not be given another call back assignment until the list is exhausted.

E. The number of scheduled workdays for unit members and the scheduling of such workdays for the school year shall be established by the District.

F. **Out of Class Work**

1. Employees in the Unit shall not be required by the District to perform duties which are not reasonably related to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period.
2. A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period, including the initial five-day period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
3. The District will use best efforts to seek volunteers before assigning these duties. When assigning work out of class, the District agrees to rotate work out of class as equally as is practicable based on required skills for the out of class work and seniority. CSEA members may express interest in working out of class in a particular department by filling out an interest form. The District will use the form to determine which members are interested in out of class work. The District will select individuals based on a combination of factors, including interest, skill set, qualifications, and seniority.
4. If the out of class work is at a higher classification, the rate of pay shall be in the classification in which the unit member is serving as a substitute at the grade which is the next highest hourly rate above their own regular hourly rate for the entire period working out of class including the initial five-day period. If the out of class work is at a lower classification, the unit member must work in a classification within the same job family. The rate of pay shall be at the unit members current hourly rate plus a 5% incentive for the entire period including the initial five-day period.
5. No assignments to perform certificated work will be given to classified employees who are unwilling to do them, and no employee will face retaliation for refusing such an opportunity.

6. Unit members that are working out of class in a management role shall continue to pay dues to CSEA so long as the role in the management position is temporary.
7. Assignment of duties for which differential compensation is designated shall be determined and authorized in writing by the District.
8. All bargaining unit employees whose assigned shift contains one (1) or more specific periods of unpaid time whose total exceeds one (1) hour excluding lunch periods, shall be paid a shift differential premium of two and one half (2 1/2) percent above the regular rate of pay for all hours worked.
9. The shift differential shall be five (5%) percent for those employees working 50% of time between 5:00 p.m. and 5:00 a.m.

G. Transportation: Provisions applicable to bus drivers only.

1. **Work Year:** Effective July 1, 2007, bus drivers will be ten (10) month employees with 209 paid days.
2. **Route Construction:** The District shall construct routes and supporting documentation at the beginning of each school year. Routes shall be subject to change by the District as necessary. In the event that disputes arise regarding the times between stops or at destinations, drivers shall provide written justification for the change to the District and reasonable efforts shall be made to resolve the dispute. The Director of Maintenance, Operations, Transportation and Facilities shall make the final determination.
 - a. Routes will consist of the following segments and components:
 - i. **Pre-Trip Inspection:** The evaluation of a vehicle's safety and suitability for transporting passengers. This component shall be incorporated into each route whenever a vehicle is to be driven by the assigned driver for the first time on a given day and includes the time necessary to prepare for and conduct the inspection.
 - ii. **Fixed Segments:** Home to school runs; which may be scheduled for the morning, afternoon, or mid-day; and other student transportation assignments deemed to be permanent by the District. Fixed Segments include the time to drive to designated or special stops, load and unload students, and return to the bus yard.
 - iii. **Administrative Time:** Time to perform related driver duties not directly involving driving, including but not limited to bus

cleaning, fueling, completion of paperwork, training, and staff meetings.

- a. Periods between routes that are 15 minutes or less shall count as Administrative Time.
 - b. Breaks: 15 minutes, with pay, for each four (4) hours of time worked.
3. **Licenses/Certificates:** The District shall provide release time for employees to attend all district approved training and testing to obtain or renew certificates and licenses that are required by the District or state for continued employment.
- a. Drivers are responsible for the renewal of their Medical Certificates. Drivers who renew their Medical Certificates (DL51 and DL51a) shall submit their forms to the Commercial DMV in person using the following criteria:
 - i. Driver has secured release time from their supervisor.
 - ii. Driver travels to the Commercial DMV.
 - iii. Provide the district with the Commercial DMV receipt upon return.

Each year the Transportation Department will offer ten (10) hours of classroom training for drivers who are in the process of renewing their California Special Driver Certificate. This classroom training time will be offered during the driver's non-duty period and the schedule will be posted two (2) weeks prior to the non-duty period that the class will be offered. Drivers who attend their class will be compensated a stipend of one hundred and fifty dollars (\$150) for the successful completion of the classroom training. The stipend shall be prorated based on the number of unpaid duty hours applied toward the ten (10) hours of classroom time.

4. **Route Selection and Assignment:** Bus drivers shall select their routes according to the following process:
- a. The Driver shall retain the same number of hours they ended the previous school year with until the route selection process is completed.
 - b. The District shall distribute written route details to all drivers within the first two weeks of the start of each school year and at least five (5) working days before drivers are scheduled to select their routes.

- c. All routes shall be allowed an adjustment period of five (5) weeks following the first day of the school year, after which time the routes shall be offered for re-selections. The route list shall be posted no less than one (1) week before drivers are scheduled to select their routes.
- d. Drivers shall provide written comments to the District if times between stops are disputed. Reasonable efforts shall be made to resolve the dispute; the Director of Maintenance, Operations, Transportation and Facilities shall make the final determination. Drivers shall select routes in descending order of seniority within the classification. Selection of a route shall indicate the driver's acceptance of the times recorded for each stop and destination.
- e. The District reserves the right to temporarily reassign or alter routes or route segments to address circumstances that may arise including, but not limited to, driver absences, enhancements to student welfare or improvements to a passenger's experience, changes to promote efficiency or minimize costs, and adjustments needed to comply with Americans with Disabilities Act or Worker's Compensation accommodations.
- f. Route Re-Selection: If permanent changes are made to a route causing the duration to change by more than 30 minutes, the route selection and assignment process shall be repeated within ten (10) working days of the change. For purposes of this section, temporary alterations to a driver's route due to absences, field trips, or other extra assignments shall not be considered a route change.

5. Extra Work Selection and Assignment

- a. Except as noted below, assignments available for selection by bus drivers in addition to regular routes shall be assigned according to seniority. Extra trips shall be defined as any hours not normally covered in the contract time and/or contract year. The extra trip list shall begin on July 1 and continue through June 30 of each year.
- b. The District shall maintain and visibly post an extra trip Rotation List of bus drivers displaying each driver's current position for Extra Trip Assignment selection. The List shall be established at the beginning of each school year in descending order of seniority. The extra trip list shall be updated daily and posted in the Transportation Department.
- c. Extra assignments shall be reported to drivers on an Availability List and may include; but are not limited to; therapy runs, parent runs, field trips,

extracted segments, summer sessions, inter-sessions and fall, winter and spring breaks.

- d. Whenever possible, Extra Trip Assignments established for the following work week shall be posted on the List no later than two (2) working days prior to the start of that week.
- e. The driver at the top of the extra trip Seniority List may select any available Extra Trip Assignment or opt to decline all assignments for that week.
- f. In the event a driver who has accepted an extra trip assignment is notified of cancellation less than twelve (12) hours (for weekday trips) or twenty-four (24) hours (for weekend trips) before the time the driver is to report to work to begin the field trip assignment, he or she shall be entitled to compensation for the minimum number of hours specified in Section D of this Article. Qualifications: When drivers are selecting extra trip assignments and the extra trip requires a mountain performance certification, only those drivers with the certification can accept the extra trip assignment. Unit members working a field trip shall be paid a minimum of two (2) working hours.
- g. In the event that more than one (1) bus driver is absent on the day a driver is to perform an Extra Trip Assignment, the District may shift assignments, including the Extra Trip Assignment, to other drivers.
- h. In the event that another driver is in need of drive time in order to fulfill his/her contract hours on the day a driver is to perform an Extra Trip Assignment, the District may reassign the Extra Trip Assignment within the job description to the driver in need of drive time.
- i. The district shall attempt to provide a Bus Aide on each bus route. It shall be the district's goal to provide a Bus Aide in all buses in operation on a daily basis subject to availability.
- j. All transportation staff that transport students shall be provided in-service training regularly through the school year with a minimum of 3 training sessions per year.

H. Nutritional Services Only

- 1. When scheduling permits, on-site nutrition services assistants in the bargaining unit shall be offered temporary additional hours that become available as the result of another nutrition services worker being absent. When a substitute is

called in this situation, the intent is that the work hours be adjusted (with the approval of the Nutrition Services Manager) so that a current employee has the opportunity to work additional hours and the substitute works the lesser shift. This opportunity will be offered on a rotational basis. The rotation list will be posted and will be updated weekly.

2. If no substitute is available and the District knows in a sufficient amount of time, the District agrees to call in other cafeteria workers(s) early and/or extend the workday, if necessary, to complete the assigned tasks of the absent employee.

ARTICLE 14. WAGES AND FRINGE BENEFITS

The parties agree to reopen this Article to negotiate Wages and Fringe Benefits in June of each year of the Agreement.

A. Compensation

The classified salary schedule shall be increased by 6% effective July 1, 2022 and 0.5% effective January 1, 2023. In addition, a 2% off schedule payment shall be issued based on the salary schedule that begins July 1, 2022.

Members of the classified bargaining unit shall receive a percentage increase in their compensation package which is not less than the percentage increase in the compensation package provided to management personnel (neither the superintendent, assistant superintendents, nor confidential personnel shall be included as "management" or "supervisory" personnel); and should the certificated bargaining unit receive a percentage increase in their compensation package which is greater than the classified bargaining unit receives, the CSEA shall receive the same. For purposes of this section, the term "Designated Group" shall refer to the classified bargaining unit, the certificated bargaining unit, and the group of management employees described above.

For purposes of the preceding calculation, the percentage increase in the compensation package of a Designated Group shall exclusively measure, with respect to each Designated Group, the weighted average of: (1) increases in the daily rate pursuant to salary schedules (considering the current workday); (2) increases in the amount of contributions to the employee benefit pool through which the District pays for life, health, vision, and dental insurance; (3) increases in the amount of stipends; and (4) increases in hourly rates paid to employees

B. Health and Welfare Benefits

The District will provide benefits coverage for eligible employees. Eligible employees are those who work half-time or more. Employees may select the type of plan and carrier approved by the District.

The District, on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee. Effective January 1, 2008, all District employees will be placed into one (1) combined pool. The pool shall be equal, on an annualized basis, to the product of District contribution times the number of eligible employees. The utilization of a pool approach will allow an individual eligible and participating employee to receive less or more than the District contribution per year, but in no event shall the total amount contributed by the District exceed the product of the District contribution times the number of eligible and participating employees on an

TA: 07/06/2023

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annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the costs in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed the District contribution on a proportional basis according to the full costs of their respective plans. The District, through the pool, shall continue providing unit members with life insurance benefits of \$40,000 until October 10, 1999. Effective October 11, 1999, the pool shall be used to provide unit members with life insurance benefits of \$50,000.

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

Effective ~~January 1, 2023~~ ~~July 1, 2015~~ the District "per employee" contribution to the pool shall be \$910,500.00. The District and CSEA agree to re-open this Article each year of this Agreement upon receiving the rate information for the upcoming plan year.

The District will convene a Composite Insurance Team ("CIT") composed of up to four (4) members from, and selected by, each employee group (SYEA, CSEA and Management/Confidential). Within 20 working days of receiving rate information for the upcoming plan year from the Insurance Administrator, the CIT shall convene to review the rate information, plan options and applicable cost comparisons. CIT members shall then share the information obtained with their respective bargaining teams for negotiation.

- C. When an employee is assigned permanently to a position in a classification with a higher maximum salary than the previous classification, the employee's salary shall be adjusted to the step in the new classification which is the next higher dollar amount than the existing salary.
- D. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in direct connection with their assignments and in the necessary performance of their duties. Mileage reimbursement shall be at the prevailing IRS rate. Reimbursement shall be granted only after presentation of an appropriate written claim to the District.
- E. Employees shall be reimbursed for any verifiable loss; destruction or damage to their personal property while the employee is conscientiously performing or being in a location to perform his/her duties, a maximum of one hundred dollars (\$100.00), if there is no negligence on the part of the employee and the value is greater than \$25.00. If the

damage is sustained on an employee's vehicle, the maximum reimbursement for any vehicle damage shall be \$200.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$2,000.00 in any fiscal year.

Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the schools was given by the supervisor before use while performing services for the District. All such prior approval shall be in writing. Exceptions to such prior approval shall be vehicles, eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the employee.

If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the district in pursuing such rights of subrogation.

A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled work days of the incident with the District. The District shall conduct such investigation as may be necessary.

- F. The District shall pay the cost of medical examinations for employees required by the District as a condition of initial or continued employment when such medical examinations are conducted by licensed medical doctors selected or approved by the District.
- G. If the District requires the wearing of a distinctive uniform by bargaining unit members, the District shall pay the reasonable cost of the purchase, lease or, rental of any such distinctive uniform. The District shall adopt and implement reasonable regulations to implement this provision, but this provision shall be implemented fairly for all affected bargaining unit employees. Bargaining unit members must use reasonable care with any such distinctive uniform, and may be required to reimburse the District for other than routine and normal use. Bargaining unit members must keep any such distinctive uniform clean and in appropriate condition.
- H. Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any salary, the District shall provide the employee with a statement of the correction and promptly notify the County Office to make the necessary correction.

- I. Any paycheck which is lost or destroyed after receipt by the bargaining unit member shall be replaced after the filing of an affidavit by the member that he/she had received a paycheck which was subsequently lost or destroyed.

Any paycheck not received by the member shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the member or two (2) days after the date of delivery to the District from the County Office.

After the seven (7) calendar days or two (2) workdays waiting period, the member, upon the filing of an affidavit, shall have his paycheck replaced.

The District shall notify the County Office promptly of all verified lost or destroyed paychecks.

- J. In the event of an overpayment of pay and allowances, the bargaining unit member or the District shall notify the other as soon as practicable.

In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the member is first notified about the specific reasons for the overpayment and is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the finding of overpayment.

Under no circumstances shall a deduction be made from any one paycheck without written authorization from the bargaining unit member. The sole exception to this rule shall be where an individual is no longer an employee of the District.

Any member adversely affected by a finding of overpayment may grieve such finding pursuant to the Grievance Procedure.

- K. The District shall provide for the reimbursement of actual and necessary expenses, pursuant to regulations of the District, incurred by a bargaining unit member in the course of performing services for the District within the scope of employment. Such actual and necessary expenses shall include necessary meals away from the District and overnight lodging required because of the nature of services being performed for the District.

- L. A bargaining unit employee 55 years of age or older who retires on or after June 30, 1997, and has served 15 years in the San Ysidro School District will be eligible for ~~100%~~ ~~50%~~, 16 years 60%, 17 years 70%, 18 years 80%, 19 years 90% and 20 years 100%, of the cost for one party coverage in a District approved health insurance plan. Cost of the health insurance premium for the retired employee under 65 will be paid by the District until the retired employee reaches 65.

~~All employee waivers of health benefits will be eliminated during the open enrollment period in 2008 to be effective January 1, 2009.~~

M. ~~Implementation of Classified Salary Study:~~

~~The District and CSEA & its chapter #154 agree to implement the following:~~

- ~~1. Recommendations for Classified Salary Study (Study) conducted as February 22, 2016; to be effective July 1, 2016.~~

N. Eligible bargaining unit members shall receive longevity increases on the first of the month following the completion of their 10th, 15th, 20th, 25th and 30th year.

O. **Stipends (Effective July 1, 2023)**

a. **Special Education (SPED)**

- i. All SPED instructional aides shall receive compensation of \$750 annually for supporting students in special education.
- ii. All SPED instructional health care assistants shall receive compensation of \$1,000 annually for supporting students in special education.

b. **Special Events Assignments**

Bargaining unit members authorized by their immediate supervisor to help in the preparation, set-up, break-down and assistance of district designated special events listed below shall receive twice their regular hourly rate of pay for the duration of time in which they support the event.

These events shall include:

- District-wide welcome back staff event
- School-wide and district-wide science fairs, resource fairs, etc. wherein all families are invited
- Promotion Ceremonies

Bargaining unit members authorized by their immediate supervisor who are asked and volunteer to help in the preparation, set-up, break-down and assistance of at any district designated special events wherein all families are invited to attend shall receive time and a half pay for the duration of time in which they support the event.

These events shall include:

- Back to school night and open house events
- District employee recognition event

c. Route coverage for Bus Drivers

Bargaining unit members covering an extra route shall be eligible to receive compensation of a \$25 stipend per route covered as directed and preapproved by their immediate supervisor.

**ARTICLE 15. CLASSIFICATION, RECLASSIFICATION AND
ABOLITION OF POSITIONS**

- A. The District may classify, reclassify or abolish positions as long as any such action is not inconsistent with any other provision in this Article or Agreement.
- B. The District shall notify CSEA in writing prior to the creation of any new classification, reclassification of an existing classification or the abolition of classifications.
1. The District shall consult with CSEA regarding any new classification job descriptions and negotiate impacts and effects.
- C. Upon receipt by CSEA of the District's written notice of its intent to classify, reclassify or abolish classification, CSEA shall notify the District in writing, within 10 working days, CSEA's intent to consult on this subject. CSEA also may determine to demand to negotiate a change in any new salary granted because of a new classification, reclassification or abolition of position.
- D. The District may reclassify at any time during the calendar year. The CSEA may propose a reclassification(s) during the month of March. The District will provide a recommendation to CSEA and the employee within 60 days of receipt of a request for reclassification. If during the month of March more than three (3) requests are received CSEA and the District will meet to discuss a reasonable extension of the 60 day timeline. All increases in salary due to a reclassification shall be retroactive to the date the request was filed with the Office of Personnel.
1. The Appendix G - Position Description Questionnaire form is due no later than the last day of February of each year. The form should be submitted to the CSEA chapter bargaining team members and/or the Human Resources Department.
- a. The District shall provide the CSEA president and CSEA labor relations representative with a copy of all reclassification request forms within 2 working days of receiving them.
- b. The position description questionnaire (Appendix G) shall not be used for retaliation and/or discipline related issues in any way negatively impacting the employee.
2. The District and CSEA shall coordinate to schedule reclassification request applicants with an opportunity to present and answer specific questions regarding the information included in their questionnaire.

TA: 4/25/2023

JB Linda Olea
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- a. If an employee is unable to participate in the reclassification process, then it will be the employee's right to ask a CSEA representative and/or designee to present and share information on their behalf.
- E. All newly created positions or classes of positions of classified employees, unless specifically exempted by law, shall be assigned to the bargaining unit if their job descriptions describe duties performed by classified employees in the bargaining unit or which by nature of duties should reasonably be assigned to the bargaining unit.
- F. When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.
- G. ~~The District shall make any all job postings/openings available first to bargaining unit members (in house) before being posted to the general public.~~ If a bargaining unit member meets the minimum requirements and submits a complete application by the deadline for any job posting, they shall be guaranteed an interview for that position.

ARTICLE 16. LAYOFF AND REEMPLOYMENT

A. Reason for Layoff

Bargaining unit employees shall be subject to layoff for lack of work or lack of funds.

B. Notice of Layoff

Bargaining unit employees shall be given a ~~no less than sixty (60) days~~ notice of layoff, as defined under section A and Education Code 45117, no later than March 15th of the school year prior to when the layoff is due to take effect. A layoff that is conducted as a result of the expiration of a specially funded program, need only provide 60 days notice and may be done at any time during the school year.

Notices shall be transmitted to the employee with appropriate proof of service. Notices to employees shall include:

1. The effective date of the proposed layoff.
2. Displacement and reassignment rights which includes the time limit of five (5) days to accept or reject displacement and/or reassignment.
3. Reemployment rights.
4. The opportunity to discuss the seniority rights, bumping provisions, and other considerations with the Assistant Superintendent of Human Resources or his/her designee.
5. Information regarding employee's right to a hearing.

The District and CSEA shall meet no later than five (5) working days after any notice of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.

C. Order of Layoff

1. Whenever it becomes necessary to reduce the number of classified employees because of lack of work, lack of funds, the District shall recommend the specific positions to be discontinued. Employees shall be laid off in reverse order of seniority within the job classifications of such discontinued positions.
2. Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of ~~thirty-nine~~ ^{thirtynine} (39) months. During that time, they will be reemployed in their previous position prior to any new applicants. In addition, such persons laid off shall have the right to participate in promotional examinations within the district during the thirty-nine (39) months. If the employee refuses a reemployment offer, he/she shall not be

TA: 4/25/2023
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eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

3. Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.
4. Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification, and arrange the time of return to work. The employee must, however, be available within fifteen (15) workdays of notice.

D. Bumping Rights

An employee laid off may exercise displacement rights within his/her classification or in any lower classification in which he/she was previously employed and in which he/she holds seniority credit. The employee to be displaced shall be the one with the least seniority in the classification plus any higher classifications.

E. Layoff In Lieu Of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.

F. Hire Date Seniority

Seniority shall be based on date of hire as a regular employee within the specific classification. Adjustment to an employee's hire date shall be made for all breaks in service and unpaid leaves except unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave.

G. Equal Seniority

If two (2) or more employees subject to layoff have equal seniority within their classification, the determination as to who shall be laid off shall be made on the basis of the greater seniority with the District in a bargaining unit position. If that be equal, then the determination shall be made on the basis of date of hire as a substitute within the district. If that also be equal, the determination shall be made by lot.

H. Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.

Appendix A

San Ysidro School District

CLASSIFICATION TABLE

Non-Management Classified Employees

POSITION	STEP	POSITION	STEP
<u>Secretarial/Clerical</u>		<u>Nutritional Services</u>	
Administrative Secretary I	9-13	Area Production Lead	16-20
Administrative Secretary II	13-17	Child Nutrition Specialist	6-10
Administrative Secretary III	18-22	Lead Child Nutrition Specialist	13-17
School Administrative Assistant	11-15	<u>Other</u>	
Administrative Clerk I	7-11	Lead Campus Security	18-22
Administrative Clerk II	8-12	Campus Security	9-13
Testing Assistant	8-12	Campus Aide	5-9
Transportation Operations Tech.	15-19	Children and Families Project	15-19
Publication Technician	12-16	Facilitator	
Instructional Media Resource Aide	11-15	Health Clerk	7-11
Special Education Technician	20-24	Licensed Vocational Nurse	13-17
District Translator	20-24	Locker Room Attendant	8 - 12
<u>Business Services</u>		Outreach Consultant	15-19
Accounts Payable Specialist	17-21	Instructional Aide	6-10
Accounting Technician I	8-12	Instructional Aide, SPED.	7-11
Accounting Technician II	12-16	Instructional Health Care Asst.	9-13
Accounting Technician III	16-20	<u>Inactive</u>	
Buyer	20-24	ASB Assistant Student/Store Manager. . .	2-6
Data Reporting Analyst	19-23	Account Clerk Trainee	4-8
Data Support Specialist	16-20	Administrative Clerk II/Substitute Assignment	
Information Systems Analyst	20-24	Technician	7-11
Information Computer Specialist	16-20	Administrative Secretary II/Middle School	
Senior Payroll and Benefits Accountant. .	21-25	Office Manager	13-17
<u>Maintenance/Operations</u>		Attendance Technician	2 - 6
Maintenance Person	14-18	Automotive & Small Engine Mechanic. .	10-14
Maintenance / Electrician	15-19	Classified Registered Nurse	15-19
Maintenance / HVAC	15-19	Community Liaison	1-5
Maintenance / Painter	15-19	Data Processing Operator	9-13
Maintenance / Plumber	15-19	Language Arts Technician	5-9
Maintenance / Locksmith	15-19	Library Clerk	5-9
Lead Maintenance	18-22	Maintenance Helper	8-12
Mechanic	15-19	Processing Clerk	4-8
Bus Driver	12-16	SB65 Outreach Consultant	15-19
Custodian	9-13	Storekeeper	11-15
Gardener	13-17	Transportation Assistant	15-19
Delivery Person	8-12	Worker/Van Driver	2- 6
Lead Gardener	18-22	Records Clerk	6-10
Lead Custodian	18-22	Child Welfare & Attendance	15-19
Warehouse Distribution Associate	14-18	Office Helper	1-5
		Computer Lab Aide	7-11
		Accountant Technician	15-19
		Child Nutrition Specialist & Dietician. .	17-21
		Even Start Family Literacy	15-19
		Occupational Therapist	15-19

TA: 2/15/2023

**San Ysidro School District
Classified Schedule
Salary Administration Plan 005
Annual**

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5 *	Grade 6
1						
2						
3						
4						
5	\$ 35,214.40	\$ 35,422.40	\$ 35,630.40	\$ 36,856.94	\$37,594.08	\$37,951.97
6	\$ 35,422.40	\$ 35,630.40	\$ 36,856.94	\$ 38,555.87	\$39,326.98	\$40,644.84
7	\$ 35,630.40	\$ 36,856.94	\$ 38,555.87	\$ 40,340.28	\$41,147.09	\$43,480.20
8	\$ 36,856.94	\$ 38,555.87	\$ 40,340.28	\$ 42,198.28	\$43,042.24	\$45,759.16
9	\$ 38,555.87	\$ 40,340.28	\$ 42,198.28	\$ 44,127.69	\$45,010.25	\$47,842.24
10	\$ 40,340.28	\$ 42,198.28	\$ 44,127.69	\$ 46,165.32	\$47,088.63	\$50,048.68
11	\$ 42,198.28	\$ 44,127.69	\$ 46,165.32	\$ 48,291.68	\$49,257.52	\$52,353.96
12	\$ 44,127.69	\$ 46,165.32	\$ 48,291.68	\$ 50,506.78	\$51,516.92	\$54,759.51
13	\$ 46,165.32	\$ 48,291.68	\$ 50,506.78	\$ 52,827.93	\$53,884.49	\$57,269.67
14	\$ 48,291.68	\$ 50,506.78	\$ 52,827.93	\$ 55,257.28	\$56,362.42	\$59,901.00
15	\$ 50,506.78	\$ 52,827.93	\$ 55,257.28	\$ 57,811.08	\$58,967.30	\$62,680.61
16	\$ 52,827.93	\$ 55,257.28	\$ 57,811.08	\$ 60,474.17	\$61,683.66	\$65,571.67
17	\$ 55,257.28	\$ 57,811.08	\$ 60,474.17	\$ 63,245.47	\$64,510.38	\$68,570.94
18	\$ 57,811.08	\$ 60,474.17	\$ 63,245.47	\$ 66,157.46	\$67,480.61	\$71,721.71
19	\$ 60,474.17	\$ 63,245.47	\$ 66,157.46	\$ 69,194.96	\$70,578.86	\$75,008.81
20	\$ 63,245.47	\$ 66,157.46	\$ 69,194.96	\$ 72,381.80	\$73,829.43	\$78,472.68
21	\$ 66,157.46	\$ 69,194.96	\$ 72,381.80	\$ 75,714.72	\$77,229.02	\$82,086.23
22	\$ 69,194.96	\$ 72,381.80	\$ 75,714.72	\$ 79,202.39	\$80,786.43	\$85,874.00
23	\$ 72,381.80	\$ 75,714.72	\$ 79,202.39	\$ 82,850.20	\$84,507.21	\$89,820.14
24	\$ 75,714.72	\$ 79,202.39	\$ 82,850.20	\$ 86,665.76	\$88,399.07	\$93,966.44
25	\$ 79,202.39	\$ 82,850.20	\$ 86,665.76	\$ 90,657.69	\$92,470.84	\$98,294.55
26	\$ 81,401.78	\$ 85,221.69	\$ 89,217.52	\$ 93,347.72	\$97,329.70	\$101,311.68
27	\$ 83,601.18	\$ 87,592.98	\$ 91,769.29	\$ 96,037.76	\$100,183.28	\$104,328.81
28	\$ 85,800.58	\$ 89,964.37	\$ 94,321.06	\$ 98,727.80	\$103,036.87	\$107,345.04
29	\$ 87,999.98	\$ 92,335.76	\$ 96,872.83	\$ 101,417.83	\$105,890.45	\$110,363.07
30	\$ 90,199.38	\$ 94,707.15	\$ 99,424.59	\$ 104,107.87	\$108,744.03	\$113,380.20

* Amounts will change to reflect a 3.5%

- Grade 1 Classified Employee
- Grade 2 Classified Employee with 15 Community College* job related units to a Vocational Certificate and/or A.A. Degree
- Grade 3 Classified Employee with Community College Vocational Certificate and/or 30 job related units
- Grade 4 Classified Employee with A.A. Degree
- Grade 5 Classified Employee with B.A. Degree
- Grade 6 Classified Employee with Master's Degree

*Trade school course must be equivalent to Community College unit(s). Prior to enrollment in trade school course(s), the employee must submit a request for course equivalence to the Executive Director of Human Resources, or designee. Trade school equivalent units will apply only to Grade II.

- 3.6% Longevity 10 Years of District Service (effective 7/1/2023)
- 3.6% Longevity 15 Years of District Service
- 3.6% Longevity 20 Years of District Service
- 3.6% Longevity 25 Years of District Service
- 3.6% Longevity 30 Years of District Service

Classified employees with official transcripts verifying a BA Degree shall receive \$500 annually (effective 7/1/2023)
 Classified employees with official transcripts verifying a MA Degree shall receive \$750-\$3000-\$2500-\$1,500 annually (effective 7/1/2023)

Effective: 01/01/2023
 Board Approved:

6.5% increase from 2022-2023

TA: 7/21/23 New
Karla Montanez
 11.2
 Page 64 of 74 LA

SAN YSIDRO SCHOOL DISTRICT CLASSIFIED PERFORMANCE EVALUATION REPORT

NAME:	SITE/DEPARTMENT:	CHECK HERE [<input type="checkbox"/>] IF THIS IS AN ADDITIONAL PERFORMANCE EVALUATION.
		PREVIOUS EVALUATION DATE: _____
POSITION:	EMPLOYEE STATUS:	RATING FOR PERIOD ENDING:

MONTHS OF EVALUATION (Probationary Employee Only)

Jan Feb Mar Apr May June July Aug Sep Oct Nov Dec

NOT OBSERVED	**NEEDS IMPROVEMENT	MEETS STANDARDS	*EXCEEDS STANDARDS	SECTION A GENERAL PERFORMANCE FACTORS EVALUATOR/IMMEDIATE SUPERVISOR must check each factor in appropriate column.	SECTION B – Commendations (Specific job strengths in areas exceeding standards)
				Quality of Work	SECTION C – Specific performance deficiencies along with guidelines for improvement **must be filled out for any areas marked "Needs Improvement"
				Volume of Acceptable Work/Productivity	
				Knowledge of Work	
				Job/Trade Skill Level	
				Completing/Meeting Deadlines	
				Initiative	
				Interpersonal Contact Skills with Public, Colleagues and/or Students	SECTION D – Other comments
				Acceptance of Direction and/or Change	
				Effectiveness under Stress	
				Compliance with District rules, regulations, and policies	
				Observance of Work Hours	
				Attendance	
				Health and/or Safety Practices	
				Operation and Care of Equipment	
				Work Attitude and Interest	
				Written and Oral Communication Skills	
				Professional and supportive interactions with parents, staff, students, and community members	
ADDITIONAL FACTORS FOR LEAD EMPLOYEES					OVERALL EFFECTIVENESS TO THE SITE/DEPARTMENT <input type="checkbox"/> EXCEEDS STANDARDS Consistently demonstrates exceptional performance <input type="checkbox"/> MEETS STANDARDS Consistently achieves performance standards <input type="checkbox"/> NEEDS IMPROVEMENT* Often fails to meet performance standards *6 or more "Needs Improvement" marks in Section A warrant an overall "Needs Improvement" and requires a growth plan <input type="checkbox"/> Growth Plan Attached
				Planning and Organizational Skills	
				Leadership Skills	
				Employee Development, training, and instruction	

EVALUATOR/IMMEDIATE SUPERVISOR:

Signature _____ Title _____ Date _____

SECTION E – Employee Comments	EMPLOYEE: I certify that this report has been discussed with me. I also understand my signature below does not necessarily indicate agreement, or that I have the right to make written comments about this evaluation which will be attached and made a part of my permanent personnel file. EMPLOYEE'S SIGNATURE: _____ DATE: _____
-------------------------------	---

TA: 7/6/2023

 Karla Montano
 GUSTAVO CASPER

Classified Growth Plan Template

The purpose of this Growth Plan is to identify performance deficiencies and concerns and to provide you with a clear mechanism for improving your performance. We believe that the directives provided below will clarify and outline the performance expectations of the District. The District is committed to providing you with the support necessary to successfully carry out your duties

You will operate under this Growth Plan for a period of 90 (ninety) calendar days from receipt of this plan. Your supervisor will schedule a meeting on a regular basis to review your progress, address any issues or difficulties you may be having regarding the Growth Plan, or discuss other issues relevant to the successful completion of the plan.

It is the desire of the District that you are successful in improving your performance as outlined in this Growth Plan, and that the plan will be deemed completed at the end of the 90 (ninety) days or when, in the opinion of the supervisor, all objectives have been satisfactorily addressed.

Employee Name: _____

Employee Title/Position: _____

Site: _____

Date of Plan: _____

Performance Factor #1: _____

Work Objectives: _____

Resources Provided: _____

Performance Factor #2: _____

Work Objectives: _____

Resources Provided: _____

Performance Factor #3: _____

TA: 7/6/2023

80

Karla Mantanez
M. GUSTAVO PARRILLA

Classified Growth Plan Template

Work Objectives: _____

Resources Provided: _____

Performance Factor #4: _____

Work Objectives: _____

Resources Provided: _____

Performance Factor #5: _____

Work Objectives: _____

Resources Provided: _____

Performance Factor #6: _____

Work Objectives: _____

Resources Provided: _____

Classified Growth Plan Template

My signature indicates this Growth Plan has been reviewed with me. I also understand my signature below does not necessarily indicate agreement. This Growth Plan will be attached to my Classified Performance Evaluation Report.

Administrator's Signature

Title

Employee's Signature

Date

***You have the right to have a CSEA representative present during meetings related to this Growth Plan.**

**Appendix D
Catastrophic Leave Bank**

SAN YSIDRO SCHOOL DISTRICT

**SAN YSIDRO SCHOOL DISTRICT
CATASTROPHIC LEAVE BANK DONATION FORM
(Classified Employees)**

Employee Name: _____ Position: _____

To be eligible to make a donation to the catastrophic leave bank, unit members must have an accumulated leave balance of at least ten (10) sick and/or vacation leave days. Eligible employees may donate - a minimum of one (1) working day of sick and/or vacation leave hours to the bank, but not more than five (5) working days in any one (1) school year.

According to my records, I have accumulated _____ sick leave hours as of _____.
According to my records, I have accumulated _____ vacation hours as of _____.
Total accumulated sick and/or vacation leave hours _____ as of _____. (min. 10 days)

I have elected to donate _____ sick leave days to the catastrophic leave bank.
I have elected to donate _____ vacation days leave to the catastrophic leave bank.

If you wish to donate any portion of your leave to a specific employee, list the employee and number of sick or vacation days as indicated below:

Name of employee to receive days: _____
Number of donated sick leave days: _____
Number of donated vacation days: _____

Signature _____ Date _____

For Payroll Department Use Only

Minimum of ten (10) days accumulated sick and/or vacation leave days at the time of donation.
Confirmed: Yes ___ No ___

Beginning balance of sick leave days as of date of donation: _____
Beginning balance of vacation leave days as of date of donation: _____

Employee sick leave account debited _____ hours based on donation. Date: ___/___/___
Employee vacation leave account debited _____ hours based on donation. Date: ___/___/___

Ending balance of sick leave days as of date of donation: _____
Ending balance of vacation leave days as of date of donation: _____

Signature/Payroll Department _____ Date _____

TA: 7/21/23
ma

Appendix E

**SAN YSIDRO SCHOOL DISTRICT
CLASSIFIED CATASTROPHIC EVENT/ILLNESS LEAVE BANK
REQUEST FOR WITHDRAWAL FORM**

Employee Name: _____ Position: _____

I hereby request to withdraw a maximum of _____ days of sick leave from the Catastrophic Event/Illness Leave Bank. I have donated _____ sick and/or vacation leave days to the catastrophic leave bank in the _____ - _____ school year.

I understand that if a unit member has contributed one (1) day or less to their bank, he/she would be eligible for up to fifteen (15) days withdrawal from the catastrophic illness bank. If a unit member has contributed two (2) days or more to their bank, he/she would be eligible for up to thirty (30) days withdrawal from the catastrophic illness bank. **If donations have been made to a specific employee, the leave shall be extended to equal the same number of days donated to the specific employee.**

I understand that any permanent unit member who suffers from a catastrophic illness/injury is eligible to apply for use of sick leave days from the catastrophic leave bank, except that unit members not currently participating in the catastrophic leave bank (i.e., donating accrued vacation and/or unused sick leave) may only apply for and use sick leave days from the bank in cases of extreme hardship, as determined by the Catastrophic Event/Illness Leave Bank Peer Review Committee. To be eligible for use of bank days, the unit member must have exhausted all accrued paid leave credits, including vacation. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving bank hours.

I further understand that a member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician.
A physician's verification is attached to this Request for Withdrawal Form.

Signature

Date

(Submit to Human Resources Department for Processing)

For Human Resources Department Use Only

Has the Peer Review Committee verified eligibility for leave? ___ Yes ___ No
Has the employee donated sick and/or vacation leave days to the Catastrophic Leave Bank?
___ Yes ___ No
If no, has Peer Review Committee determined extreme hardship exists? ___ Yes ___ No
Is a valid physician's verification attached? ___ Yes ___ No
Catastrophic leave bank days granted: _____

TA: 7/21/20
Kana Montanez
E | Page
W.G. PARRILLA
Page 70 of 74

Appendix G

SAN YSIDRO SCHOOL DISTRICT
POSITION DESCRIPTION QUESTIONNAIRE

THIS FORM IS DUE NO LATER THAN THE LAST DAY OF FEBRUARY.

TO BE COMPLETED BY CLASSIFIED EMPLOYEE

IDENTIFYING INFORMATION

1. Name: _____
2. Present Classification: _____
3. Length of Time in Present Classification: ___ Years ___ Months ___ Multiple Employees
4. Department/School: _____
5. Phone Number: _____ Extension #: _____
Work E-Mail: _____
6. Year in which the classification of this position was last reviewed: _____
7. Name of Immediate Supervisor: _____
Supervisor's Title: _____
Phone Number: _____ Extension #: _____
Work E-Mail: _____
8. Normal Working Hours: From _____ A.M./P.M. to _____ A.M./P.M.
9. Normal Workdays (Circle as appropriate): MON TUE WED THU FRI SAT SUN
10. Total Hours Per Week: _____
11. How have your duties and responsibilities changed since the position was classified at its present level or since you began in the position? Use a separate piece of paper if additional space is needed.

TA: 4/25/2023
Linda O'Lea
K. Martinez
Page 71 of 74
M. G. ASILL

12. Who, if anyone, previously performed the duties outlined in Question #11?

13. What special new knowledge and skills, if any, are needed to perform the duties of your position?

14. What new licenses, certificates, etc. do you possess, if any, which relate to this position? _____

15. What guidelines, policies, procedures, rules, or regulations do you use regularly in the performance of your duties?

16. Describe any decisions you make regularly in the course of your job without consulting with a higher authority. _____

17. What new special reports, if any, do you prepare independently? (Attach samples.) Do not include reports for which your only role is typing and/or proofreading. Explain your role in preparing the report. _____

18. List any new machines, equipment, or tools you use in performing your duties.

19. Describe your involvement, if any, in planning and/or determining goals.

20. Describe your role in the budget process for the office, department or school if applicable?

21. With whom do you interact in carrying out higher level responsibilities? Describe the nature of any contacts listed.

a. Within department or school _____

b. Outside department or school _____

c. Other agencies _____

22. Describe any hazards which you encounter on the job _____

a. What new training/certification/license, if any, did you have to undergo related to the hazards listed above?

23. How long have your duties been as described above?

_____ Years _____ Months

a. Have you ever been received out of class compensation _____ Yes _____ No

b. If so, please describe _____

24. Please attach the following to this questionnaire:

a. A copy of your present job description.

25. Describe any part of this position not covered in the preceding sections which should be included to provide a better understanding of your position.

Signature: _____

Date: _____

* This form has been mutually agreed upon by CSEA and San Ysidro School District. Any changes and/or modifications shall be subject to discussion and agreed upon by both parties.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Human Resources
Gina A. Potter, Superintendent

Informational
 Action

AGENDA ITEM: TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT

BACKGROUND INFORMATION:

The Board of Trustees hereby offer Glenn Heath employment in the management position, Substitute/Coach for various Management/Administrative positions including, but not limited to, Director of Human Resources and Principal, effective August 1, 2023. As Substitute/Coach for various Management/Administrative positions, Mr. Heath will be responsible for performing the job duties of the assigned position, as indicated on the employment contract.

RECOMMENDATION:

Approve/Ratify the offer of employment for Glenn Heath as Substitute/Coach for various Management/Administrative, effective August 1, 2023.

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

\$740.36/day
(Amount)

General
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

**Glenn Heath
4450 Scenic Lane
La Mesa, CA 91941**

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

1. Your salary for service during the school year in the above named position will be at a daily rate of **\$740.36**
2. Your interim service in the above named position will begin as early as August 1, 2023. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As Substitute/Coach for various Management/Administrative positions you will be responsible for performing the job duties of the assigned position.
4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.
5. Said salary shall not exceed the allowable STRS income limitations which is \$50,655 for the 2023-2024 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.
6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.
7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.
8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

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

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

Signed: _____
Gina Potter, Superintendent

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

DATE: _____ SIGNED: _____
Glenn Heath

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

Informational
 Action

AGENDA ITEM: RENEWAL OF THE LICENSE SUBSCRIPTION WITH IXL LEARNING, INC.
FOR THE IXL MATH, ELA, SCIENCE AND SOCIAL SCIENCE PROGRAMS

BACKGROUND INFORMATION:

IXL Learning, Inc. is the world’s most popular subscription-based learning site that provides a personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the unique needs of each learner.

The Principal at San Ysidro Middle School is requesting approval to renew the license subscription with IXL Learning, Inc. for the IXL Math program and will include IXL ELA, Science and Social Science during the 2023-24 school year.

This renewal will include site licenses for up to 650 students in the subjects of Math, ELA, Science and Social Science, IXL Core Professional Development package and unlimited instructor accounts.

RECOMMENDATION:

Approve the license subscription renewal with IXL Learning, Inc. for the IXL Math, ELA, Science and Social Science programs at San Ysidro Middle School at the total cost of \$16,145.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas and

1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$16,145.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



RENEWAL QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 3396037-2023-001-4
 DATE: MARCH 14, 2023

TO:
 Mayura Vongsavath
 San Ysidro Middle School
 4345 Otay Mesa Rd
 San Ysidro, CA 92173

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Amanda Palumbo	A21-3396037	July 22, 2023 – July 22, 2024	July 22, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 7-8: 650 students) Subjects: Math, ELA, Science, and Social studies <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$14,950.00	\$14,950.00
1	Professional Development: IXL Core PD Package <i>Unlimited instructor accounts included</i>	\$1,195.00	\$1,195.00
SUBTOTAL			\$16,145.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$16,145.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 3396037-2023-001-4. For international accounts, we can accept wire transfers for an additional fee.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

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

BACKGROUND INFORMATION:

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

This list was originally approved by the Governing Board on July 13, 2023. It has been revised to indicate that all the core instructional materials have digital access for teachers and students.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other - REVISED

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

San Ysidro School District Instructional Materials 2023-2024

Board approved 07/13/2023 - Revised 08/10/2023

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

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

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

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

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

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

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

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

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

The following is a list of professional developments up for the August 10, 2023, Board meeting:

- 2023 Interpreters and Translators Conference
- 2023 MIC3 Compact 101 Training
- Advanced Collective Bargaining
- Assessment & Accountability Information Meeting
- Community Schools Summit
- Comprehensive Drug Testing. Reasonable Suspicion Supervisor Training
- Creating Caring Classroom Communities: A Start-the-Year Make-and-Take Session for Educators Who Teach in English and/or Spanish
- CRLP RESULTS Word Recognition & Fluency 3-Day Institute
- Differentiated Assistance Summer Institute
- Equity Conference 2024 ~ Revised
- Human Resources Operations
- NAEHCY Annual Conference 2023
- SDCOE Coaching Clinic
- Synergy Connect Conference 2023
- SANDI Training
- SANDI/FAST Master Trainer Series
- Targeted Feedback Institute
- Understanding RFP & Bidding Processes
- Wilkinson Hadley King & Co., 2023 Pre-Audit Workshop

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?

Yes No

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

Yes No

Requisition #

APPROXIMATE COST

\$32,610.00

(Amount)

General, MAA, and Title I PD Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – August 10, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elmy Flores, Pablo Sainz	2023 Interpreters and Translators Conference	Costa Mesa, CA	September 29-30, 2023	\$2,500.00	General Fund
Irene Herrera- Cevallos, Veronica Medina	2023 MIC3 Compact 101 Training	San Diego	August 10, 2023	\$80.00	General Fund
Jose Iniguez	Advance Collective Bargaining	Online	September 12, 2023	\$315.00	General Fund
Adriana Aguilar, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda	Assessment & Accountability Information Meeting	Online	August 3, 10 & 17, 2023	\$300.00 (Teacher compensation)	Title I PD Fund
Russell Little, Veronica Medina	Community School Summit	San Diego	September 20-21, 2023	\$180.00	General Fund
Jose Iniguez	Comprehensive Drug Testing. Reasonable Suspicion Supervisor Training	Online	August 17, 2023	\$25.00	General Fund
Yuridia Marin	Creating Caring Classroom Communities: A Start-the-Year Make-and-Take Session for Educators Who Teach in English and/or Spanish	SDCOE	July 15, 2023	\$380.00	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Diane Cruz, Karla Garciadealba, Lourdes Quezada, Benjamin Wayne, Raymond Barrera, Hannah Limon, Krisvell Sanchez	CRLP RESULTS Word Recognition & Fluency 3-Day Institute	SDCOE	August 8-10, 2023	\$6,090.00	Title I PD Fund
Luis Ramos	Differentiated Assistance Summer Institute	San Diego	July 26, 2023	\$0	N/A
Gina Potter, Russell Little, Luis Ramos, Oscar Madera, Denise Villezcas, Rick Quintana, Todd Lewis, Veronica Medina, Laura English, Erika Meza, Vikky Viramontes- Castorena, Rebecca Bravo, Efrain Burciaga, Manuel Bojorquez, Mairen Ruiz, Irene Herrera- Cevallos, Matthew Bandy, Maria Rodriguez	Equity Conference 2024 -Revised-	San Diego	January 18-19, 2024	\$12,300.00	Title I PD Fund
Jose Iniguez	Human Resources Operations	Online	October 24, 2023	\$315.00	General Fund
Veronica Medina	NAEHCY Annual Conference 2023	Hyatt, New Orleans	November 11-14, 2023	\$3,000.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Jazmine Griswold, Mauricio Montes, Nadia Ubilla Gatica, Karla Vazquez	SANDI Training	Online	August 31, 2023	\$0	N/A
Marianna Rochin, Aleyda Santoyo, Dianna Flores, Maricela Cali	SANDI/FAST Master Trainer Series	Online	August 30, 2023 November 8, 2023 March 21, 2024 May 2, 2024	\$100.00	MAA Fund
Michelle Patterson	SDCOE Coaching Clinic	SDCOE	July 31 – August 3, 2023	\$350.00	General Fund
Todd Lewis, Carolina Jaime	Synergy Connect Conference 2023	Orlando, FL	November 2-3, 2023	\$5,370.00	General Fund
Jenielle Ednalino	Targeted Feedback Institute	San Diego	August 15-16, 2023	\$1,000.00	Title I PD Fund
Jose Iniguez	Understanding RFP & Bidding Process	Online	August 17, 2023	\$305.00	General Fund
Marilyn Adrianzen, Amber Elliott	Wilkinson Hadley King & Co., 2023 Pre- Audit Workshop	Online	August 3, 2023	\$0	N/A

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #1 (July 1, 2023 through July 31, 2023): General Fund: 0000010115-0000010142, 0000010144-0000010168, 0000010170-0000010190, 0000010192-0000010213, 0000010215-0000010225, 0000010227-0000010233, 0000010236-0000010256, 0000010258-0000010293, 0000010295-0000010323, 0000010332-0000010341, 0000010350-0000010359, 0000010361-0000010367 Child Development Fund 0000010234-0000010235, 0000010257, 0000010360 Child Nutrition Fund 0000010143, 0000010272, 0000010324-0000010330, 0000010342-0000010349 Building Measure U Fund: 0000010191, 0000010294, 0000010331.

RECOMMENDATION:

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

\$9,456,518.35
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/3/2023	0000010115	004778	U.S. BANK - PARS #6746050200	CONTRACTED SERVICES	0100	0425000	5800025	010	242,119.49
7/3/2023	0000010116	004778	U.S. BANK - PARS #6746050200	CONTRACTED SERVICES	0100	0425000	5800025	010	834,497.12
7/5/2023	0000010117	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0000000	4300011	064	592.63
7/5/2023	0000010118	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	064	589.29
7/6/2023	0000010119	004401	OTAY MESA SALES INC.	CONTRACTED SERVICES	0100	8150000	5600001	070	10,000.00
7/6/2023	0000010120	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	25,000.00
7/6/2023	0000010121	0000000845	MYBINDING LLC	PUBLICATION SUPPLIES	0100	0000000	4300050	073	2,737.33
7/6/2023	0000010122	003377	SOUTHWEST SCHOOL & OFFICE	PUBLICATION SUPPLIES	0100	0000000	4300050	073	400.55
7/6/2023	0000010123	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	137.86
7/6/2023	0000010124	002355	I B TROPHIES & AWARDS	OFFICE MATERIALS	0100	0000000	4300011	064	1,494.13
7/6/2023	0000010125	001510	EWING IRRIGATION	GROUND SUPPLIES	0100	8150000	4300014	068	20,000.00
7/6/2023	0000010126	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/6/2023	0000010127	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,884.09
7/6/2023	0000010128	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	20,000.00
7/6/2023	0000010129	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	821.06
7/6/2023	0000010130	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/6/2023	0000010131	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,079.34
7/6/2023	0000010132	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	2,214.15
7/6/2023	0000010133	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,380.58
7/6/2023	0000010134	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,522.50
7/6/2023	0000010135	0000000397	HORIZON DISTRIBUTORS	GROUNDS SUPPLIES	0100	8150000	4300014	068	10,000.00
7/6/2023	0000010136	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,098.65
7/6/2023	0000010137	0000000085	SUNBELT RENTALS, INC.	LEASE EQUIPMENT	0100	8150000	5600001	070	10,000.00
7/6/2023	0000010138	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,313.43
7/6/2023	0000010139	000548	NEXT DAY PRINTED TEES	OFFICE MATERIALS	0100	0000002	4300000	064	1,195.98
7/6/2023	0000010140	001161	HOME DEPOT	GROUNDS SUPPLIES	0100	8150000	4300014	068	10,000.00
7/6/2023	0000010141	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
7/6/2023	0000010142	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300011	064	504.24
7/6/2023	0000010144	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	7435000	5800006	061	145,025.47
7/6/2023	0000010145	0000000998	ROSETTA STONE LLC	CONTRACTED SERVICES	0100	4203000	5800006	014	2,750.00
7/6/2023	0000010146	0000000744	EXPLORE LEARNING, LLC	CONTRACTED SERVICES	0100	0000001	5800006	061	4,108.00
7/6/2023	0000010147	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010101	4300001	061	670.12
7/6/2023	0000010148	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	050	844.22
7/7/2023	0000010149	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	8,000.00
7/7/2023	0000010150	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	4300011	062	388.33
7/9/2023	0000010151	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600006	070	45,900.00
7/9/2023	0000010152	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/9/2023	0000010153	004459	BEST PLUMBING SPECIALTIES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/9/2023	0000010154	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/9/2023	0000010155	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/9/2023	0000010156	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/9/2023	0000010157	001749	TURF STAR INC.	GROUNDS SUPPLIES	0100	8150000	5600005	068	7,000.00
7/9/2023	0000010158	002958	MIRAMAR BOBCAT INC	CONTRACTED SERVICES	0100	8150000	5600005	068	8,000.00
7/9/2023	0000010159	003019	VALLEY TRACTOR & EQUIPMENT	GROUNDS SUPPLIES	0100	8150000	4300014	068	10,000.00
7/9/2023	0000010160	03146A	STOTZ EQUIPMENT	GROUNDS SUPPLIES	0100	8150000	4300014	068	10,000.00
7/9/2023	0000010161	003144	HOTSY EQUIPMENT COMPANY	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/9/2023	0000010162	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/9/2023	0000010163	001763	RCP BLOCK & BRICK	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/9/2023	0000010164	001161	HOME DEPOT	CUSTODIAN SUPPLIES	0100	0000000	4300020	069	5,000.00
7/9/2023	0000010165	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
7/9/2023	0000010166	004426	TRANE U.S. INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/10/2023	0000010167	0000000007	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/10/2023	0000010168	002650	IMPERIAL SPRINKLER SUPPLY	GROUNDS SUPPLIES	0100	8150000	4300014	068	5,000.00
7/10/2023	0000010170	001502	CALIFORNIA DEPT. OF JUSTICE	CONTRACTED SERVICES	0100	0000000	5800010	062	5,000.00
7/10/2023	0000010171	0000000933	NAPA AUTO PARTS	MECHANIC SUPPLIES	0100	8150000	4300007	070	3,000.00
7/10/2023	0000010172	002981	TIFCO INDUSTRIES	GROUNDS SUPPLIES	0100	8150000	4300014	068	3,000.00
7/11/2023	0000010173	0000000491	PANERA BREAD COMPANY	CONTRACTED SERVICES	0100	0000000	4300015	064	5,000.00
7/11/2023	0000010174	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	882,485.00
7/11/2023	0000010175	0000000076	SOUTHERN CALIFORNIA RELIEF	PROFESSIONAL SERVICES	0100	0000000	5450000	071	676,027.00
7/11/2023	0000010176	002227	FRONTLINE TECHNOLOGIES GROUP	PROFESSIONAL SERVICES	0100	0000000	5800010	062	19,115.75
7/11/2023	0000010177	0000000939	THE LAW OFFICE OF	LEGAL SERVICES	0100	0000000	5800150	054	4,500.00
7/11/2023	0000010178	000651	CSBA	PROFESSIONAL SERVICES	0100	0000000	5300000	063	6,140.00
7/11/2023	0000010179	000651	CSBA	PROFESSIONAL SERVICES	0100	0000000	5300000	063	16,621.00
7/11/2023	0000010180	004858	FLYERS ENERGY	DIESEL	0100	0982000	4300022	074	60,000.00
7/11/2023	0000010181	001383	BUS WEST	MECHANIC SUPPLIES	0100	0982000	4300023	074	3,000.00
7/11/2023	0000010182	002151	NAPA AUTO PARTS	MECHANIC SUPPLIES	0100	0982000	4300023	074	3,000.00
7/11/2023	0000010183	002858	CORTES TOWING	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
7/11/2023	0000010184	004048	BROADWAY AUTO GLASS	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	3,000.00
7/11/2023	0000010185	004627	SAFETY-KLEEN SYSTEMS, INC.	MECHANIC SUPPLIES	0100	0982000	5600005	074	3,000.00
7/11/2023	0000010186	0000000866	EMILY N STEWART CONSULTING	PROFESSIONAL SERVICES	0100	3010003	5200003	061	87,700.00
7/11/2023	0000010187	001161	HOME DEPOT	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	2,000.00
7/11/2023	0000010188	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	5600005	070	1,000.00
7/12/2023	0000010189	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000002	5600000	064	4,115.76
7/12/2023	0000010190	0000001001	CLEAN CARE SERVICES, LLC	PROFESSIONAL SERVICES	0100	0000000	5600005	069	45,500.00
7/12/2023	0000010192	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	2,087.33
7/12/2023	0000010193	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/12/2023	0000010194	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL MATERIAL	0100	6300000	4100000	061	31,298.47
7/12/2023	0000010195	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	064	3,000.00

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/13/2023	0000010196	001931	UNITED RENTALS	CONTRACTED SERVICES	0100	8150000	5600001	070	5,000.00
7/13/2023	0000010197	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	30,000.00
7/13/2023	0000010198	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	024	5,298.25
7/13/2023	0000010199	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300015	064	5,000.00
7/13/2023	0000010200	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	20,000.00
7/13/2023	0000010201	0000000541	AARDVARK ANT & PEST CONTROL INC.	CONTRACTED SERVICES	0100	8150000	5500007	068	25,000.00
7/13/2023	0000010202	0000000621	PARKHOUSE TIRE INC	MECHANIC SUPPLIES	0100	0982000	5600005	074	15,000.00
7/13/2023	0000010203	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	20,000.00
7/13/2023	0000010204	002102	A-Z BUS SALES, INC.	MECHANICAL SUPPLIES	0100	0982000	4300023	074	10,000.00
7/13/2023	0000010205	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	20,000.00
7/13/2023	0000010206	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/13/2023	0000010207	0000001004	BEN REAZEALE	OFFICE SUPPLIES	0100	0000000	4300001	025	394.34
7/13/2023	0000010208	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800010	061	3,750.00
7/13/2023	0000010209	0000001002	KID-GRIT, LLC	CONTRACTED SERVICES	0100	3010000	4300001	024	3,814.20
7/14/2023	0000010210	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	5,000.00
7/14/2023	0000010211	004774	THINK TOGETHER	REGISTRATION FEES	0100	3010003	5200003	061	585.00
7/14/2023	0000010212	001161	HOME DEPOT	MAINTENANCE EQUIPMENT	0100	8150000	4300007	070	4,837.98
7/14/2023	0000010213	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	064	10,316.18
7/14/2023	0000010215	000279	COURTNEY TIRE SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	10,000.00
7/14/2023	0000010216	000809	OFFICE DEPOT	INSTRUCTIONALS SUPPLIES	0100	0000000	4300000	012	5,236.81
7/14/2023	0000010217	004778	U.S. BANK - PARS #6746050200	CONTRACTED SERVICES	0100	0425000	5800025	010	43,281.59
7/14/2023	0000010218	003192	WALMART	DONATION ACCOUNT	0100	0000000	4300000	012	200.00
7/17/2023	0000010219	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	022	857.57
7/17/2023	0000010220	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	012	2,265.49
7/17/2023	0000010221	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	012	1,263.44
7/17/2023	0000010222	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0982000	5600005	074	3,426.31
7/17/2023	0000010223	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	2,087.33
7/17/2023	0000010224	002990	ULINE	PUBLICATION SUPPLIES	0100	0000000	4300050	073	327.45
7/17/2023	0000010225	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	1,500.00
7/17/2023	0000010227	0000000501	CAPITOL ADVISORS GROUP, LLC	PROFESSIONAL SERVICES	0100	0000000	5800010	064	25,000.00
7/17/2023	0000010228	0000000876	ABIGAIL GOMEZ	CONTRACTED SERVICES	0100	0000002	4300000	064	2,500.00
7/17/2023	0000010229	004917	TEACHER SYNERGY LLC	CONTRACTED SERVICES	0100	3010000	4300001	022	3,150.00
7/17/2023	0000010230	0000000751	EDPUZZLE, INC.	CONTRACTED SERVICES	0100	3010000	4300001	022	2,180.00
7/17/2023	0000010231	0000000928	MANEUVERING THE MIDDLE LLC	CONTRACTED SERVICES	0100	3010000	4300001	022	1,092.00
7/18/2023	0000010232	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/18/2023	0000010233	0000000336	PROJECT LEAD THE WAY INC	REGISTRATION FEES	0100	3010003	5200003	061	1,400.00
7/18/2023	0000010236	0000000960	AWARDS UNLIMITED	AWARDS & INCENTIVES	0100	0000000	4300011	064	15,000.00
7/18/2023	0000010237	003192	WALMART	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	024	500.00
7/18/2023	0000010238	0000000862	EINSTEIN BROS BAGELS	REFRESHMENTS	0100	0000000	4300015	024	231.60

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/18/2023	0000010239	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	025	500.00
7/18/2023	0000010240	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	387.74
7/18/2023	0000010241	003192	WALMART	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	064	2,000.00
7/18/2023	0000010242	002754	EL TAPATIO CATERING	REFRESHMENTS	0100	0300020	4300015	020	415.00
7/18/2023	0000010243	002754	EL TAPATIO CATERING	REFRESHMENTS	0100	0000000	4300015	018	551.56
7/18/2023	0000010244	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	1,500.00
7/19/2023	0000010245	0000000829	FOUNDATION BUILDING MATERIALS LLC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	5,000.00
7/19/2023	0000010246	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	1,169.09
7/19/2023	0000010247	0000000641	DFS FLOORING LP	CONTRACTED SERVICES	0100	9010075	6200000	000	4,015.00
7/19/2023	0000010248	0000000997	KAJITANI EDUCATION	OFFICE SUPPLIES	0100	0000000	4300011	064	6,465.00
7/19/2023	0000010249	0000000997	KAJITANI EDUCATION	PROFESSIONAL SERVICES	0100	0000000	5800010	064	4,000.00
7/19/2023	0000010250	003528	SOUTHWESTERN COLLEGE	REGISTRATION FEES	0100	7425000	5800010	061	8,957.59
7/19/2023	0000010251	003377	SOUTHWEST SCHOOL & OFFICE	PUBLICATION SUPPLIES	0100	0000000	4300050	073	412.14
7/19/2023	0000010252	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	5630000	5600005	050	819.60
7/19/2023	0000010253	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	5600000	050	1,580.00
7/20/2023	0000010254	004917	TEACHER SYNERGY LLC	CONTRACTED SERVICES	0100	3010000	5800006	025	4,125.00
7/20/2023	0000010255	0000000754	NEARPOD INC	CONTRACTED SERVICES	0100	3010000	4300001	022	6,047.13
7/21/2023	0000010256	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	4300015	064	2,000.00
7/21/2023	0000010258	003102	SAN DIEGO COUNTY SCHOOL BOARDS	MEMBERSHIP	0100	0000000	5300000	063	335.00
7/21/2023	0000010259	003909	TEAMTALK NETWORK	CONTRACTED SERVICES	0100	0982000	5600005	074	6,000.00
7/21/2023	0000010260	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	977.79
7/21/2023	0000010261	000348	FLEET SERVICES INC.	MECHANIC SUPPLIES	0100	0982000	4300023	074	3,000.00
7/21/2023	0000010262	000356	GRAINGER	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	3,000.00
7/21/2023	0000010263	0000000872	E-W TRUCK & EQUIPMENT CO., INC	CONTRACTED SERVICES	0100	0982000	5600005	074	10,000.00
7/21/2023	0000010264	002768	ROMAINE ELECTRICT CORPORATION	MECHANIC SUPPLIES	0100	0982000	5600005	074	3,000.00
7/21/2023	0000010265	004131	HYDROTEX PARTNERS, LTD	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	5,000.00
7/21/2023	0000010266	0000000224	WESTERN PUMP INC.		0100	0982000	5600005	074	2,000.00
7/21/2023	0000010267	000279	COURTNEY TIRE SERVICE	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	10,000.00
7/21/2023	0000010268	004603	THE BATTERY PLACE	MECHANIC SUPPLIES	0100	0982000	4300023	074	2,000.00
7/24/2023	0000010269	000069	CITY TREASURER	UTILITIES	0100	0000000	5500004	069	250,000.00
7/24/2023	0000010270	001438	REPUBLIC SERVICES	UTILITIES	0100	0000000	5500005	069	200,000.00
7/24/2023	0000010271	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	CONTRACTED SERVCIES	0100	0000000	5600020	010	50,000.00
7/24/2023	0000010272	0000000633	WEX BANK	CONTRACTED SERVICES	0100	0000000	4300022	067	2,500.00
7/24/2023	0000010272	0000000633	WEX BANK	CONTRACTED SERVICES	0100	0982000	4300022	074	20,000.00
7/24/2023	0000010272	0000000633	WEX BANK	CONTRACTED SERVICES	0100	8150000	4300022	070	20,000.00
7/24/2023	0000010272	0000000633	WEX BANK	CONTRACTED SERVICES	0100	8150000	4300022	068	20,000.00
7/24/2023	0000010273	0000000281	XEROX FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5600020	010	37,097.00
7/24/2023	0000010274	0000000969	6CRICKETS INC	PROFESSIONAL SERVICES	0100	2600000	5800010	061	205,486.00
7/24/2023	0000010275	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	17,593.64

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/24/2023	0000010276	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	2,265.00
7/24/2023	0000010277	002874	ACSA	ANNUAL MEMBERSHIP	0100	0000000	5300000	064	1,933.68
7/24/2023	0000010278	0000000884	CATAPULK12	PROFESSIONAL SERVICES	0100	0000000	5450000	071	600.00
7/24/2023	0000010279	0000000429	VEX ROBOTICS, INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	9,016.23
7/24/2023	0000010280	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	3,015.93
7/24/2023	0000010281	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	25,000.00
7/24/2023	0000010282	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	497.26
7/24/2023	0000010283	001238	GOPHER SPORT	INSTRUCTIONAL MATERIAL	0100	4127000	4300000	061	2,548.04
7/24/2023	0000010284	0000001006	OPTIMIZON	PROFESSIONAL SERVICES	0100	0000000	5800010	071	8,750.00
7/24/2023	0000010285	0000001005	OPTUM FINANCIAL, INC	PROFESSIONAL SERVICES	0100	0300100	5800010	071	17,500.00
7/24/2023	0000010286	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	024	12,258.76
7/24/2023	0000010287	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	024	7,660.31
7/24/2023	0000010288	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	012	2,760.19
7/24/2023	0000010289	0000000958	OPTIMUM FOODS LLC	CONTRACTED SERVICES	0100	0980000	4300000	010	17,250.00
7/24/2023	0000010290	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	5600020	071	12,000.00
7/24/2023	0000010291	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	18,211.71
7/25/2023	0000010292	0000000622	ANIXTER INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	10,000.00
7/25/2023	0000010293	0000000929	NATIONAL CITY TROPHY	AWARDS & INCENTIVES	0100	0000000	4300011	064	8,539.05
7/25/2023	0000010295	001339	PITNEY BOWES	CONTRACTED SERVICES	0100	0000000	5600005	071	1,799.80
7/25/2023	0000010296	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	30,000.00
7/25/2023	0000010297	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	025	304.11
7/25/2023	0000010298	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	50,000.00
7/25/2023	0000010299	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	800.00
7/25/2023	0000010300	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	2,050.41
7/25/2023	0000010301	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIESM	0100	4127000	4300000	061	2,058.30
7/25/2023	0000010302	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	612.13
7/25/2023	0000010303	003192	WALMART	REFRESHMENTS	0100	0000000	4300015	061	1,200.00
7/25/2023	0000010304	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	6,300.00
7/25/2023	0000010305	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300000	050	2,047.27
7/25/2023	0000010306	001238	GOPHER SPORT	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	752.80
7/26/2023	0000010307	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL MATERIAL	0100	6300000	4100000	061	84,045.00
7/26/2023	0000010308	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	2,952.42
7/26/2023	0000010309	001238	GOPHER SPORT	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	2,122.31
7/26/2023	0000010310	002722	YMCA OF SAN DIEGO COUNTY	PROFESSIONAL SERVICES	0100	9065005	5800010	061	1,002,543.54
7/26/2023	0000010311	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	016	730.55
7/26/2023	0000010312	0000001007	NWEA	CONTRACTED SERVICES	0100	7435000	5800006	061	46,400.00
7/26/2023	0000010313	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	5600020	073	50,000.00
7/26/2023	0000010314	004678	AMAZON CAPITAL SERVICES	INSTRUCTINAL SUPPLIES	0100	3010000	4300001	024	2,045.48
7/26/2023	0000010315	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	525.00

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/26/2023	0000010316	004833	SPARKLETTS	CONTRACTED SERVICES	0100	0000000	5800010	071	5,000.00
7/26/2023	0000010317	003192	WALMART	GROUDNS SUPPLIES	0100	8150000	4300014	068	500.00
7/26/2023	0000010318	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL MATERIAL	0100	6500200	4300001	054	90.46
7/26/2023	0000010319	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLY	0100	8150000	4300007	070	10,000.00
7/26/2023	0000010320	002909	AT&T	UTILITIES	0100	0000000	5900003	069	80,000.00
7/26/2023	0000010321	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	5500001	069	850,000.00
7/26/2023	0000010321	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	5500002	069	50,000.00
7/26/2023	0000010322	004678	AMAZON CAPITAL SERVICES	INSTRUCTONAL MATERIALS	0100	3010000	4300001	024	1,786.08
7/26/2023	0000010323	001023	WIRELESS PRO'S	TECHNOLOGY SUPPLIES	0100	8150000	4300007	070	500.00
7/26/2023	0000010332	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	1,213.98
7/27/2023	0000010333	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	022	1,507.42
7/27/2023	0000010334	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	3010000	4300001	024	334.72
7/27/2023	0000010335	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	395.65
7/27/2023	0000010336	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	0100	0000000	4300000	020	3,983.31
7/28/2023	0000010337	002836	WESTAIR GASES & EQUIPMENT INC	CONTRACTED SERVICES	0100	8150000	5600001	070	3,000.00
7/28/2023	0000010338	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	80.72
7/28/2023	0000010339	0000000886	T-MOBILE	CONTRACTED SERVICES	0100	0000000	5900001	069	40,000.00
7/28/2023	0000010340	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300011	022	468.71
7/28/2023	0000010341	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800010	071	1,000.00
7/31/2023	0000010350	004918	BrainPOP LLC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	012	3,376.51
7/31/2023	0000010351	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	2,257.00
7/31/2023	0000010352	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	471.42
7/31/2023	0000010352	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300014	068	683.82
7/31/2023	0000010353	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY MATERIALS	0100	0000000	4300001	022	2,971.32
7/31/2023	0000010354	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	020	359.87
7/31/2023	0000010355	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	969.84
7/31/2023	0000010356	0000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	5800010	067	16,000.00
7/31/2023	0000010357	004056	OPTIMUM FLOORCARE	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	5,000.00
7/31/2023	0000010358	000356	GRAINGER	GROUNDNS SUPPLIES	0100	8150000	4300014	068	2,000.00
7/31/2023	0000010359	003859	BATTERY SYSTEMS	GROUNDNS SUPPLIES	0100	8150000	4300014	068	2,000.00
7/31/2023	0000010361	001947	BELLAMA	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
7/31/2023	0000010362	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	3,000.00
7/31/2023	0000010363	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,533.75
7/31/2023	0000010364	004742	ALBERTO CARLOS HERRERA	CONTRACTED SERVICES	0100	2600000	4300001	061	5,000.00
7/31/2023	0000010365	003192	WALMART	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	2,000.00
7/31/2023	0000010366	002771	SMART & FINAL	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,000.00
7/31/2023	0000010367	0000000671	IXL LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	025	8,925.00

Total for 0100

7,220,793.55

PURCHASE ORDER REPORT (07/01/23 - 07/31/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/18/2023	0000010234	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	417.47
7/18/2023	0000010235	0000000797	LEARNING GENIE INC.	PROFESSIONAL SERVICES	1200	5059000	5800010	076	7,920.00
7/21/2023	0000010257	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1200	6105000	4300015	076	1,000.00
7/31/2023	0000010360	003192	WALMART	INSTRUCTIONAL MATERIALS	1200	6105000	4300015	076	500.00
Total for 1200									9,837.47
7/6/2023	0000010143	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1300	5310000	4300011	085	187.33
7/24/2023	0000010272	0000000633	WEX BANK	CONTRACTED SERVICES	1300	5310000	4300022	085	2,500.00
7/26/2023	0000010324	000786	P&R PAPER SUPPLY COMPANY, INC.	CAFETERIA PAPER GOODS	1300	5310000	4300011	085	80,000.00
7/26/2023	0000010325	0000000227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5310000	4700001	085	750,000.00
7/26/2023	0000010326	001161	HOME DEPOT	CAFETERIA SUPPLIES	1300	5310000	4300026	085	2,500.00
7/26/2023	0000010327	003192	WALMART	CAFETERIA SUPPLIES	1300	5310000	4300026	085	2,000.00
7/26/2023	0000010328	000901	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	1300	5310000	5800000	085	4,000.00
7/26/2023	0000010329	0000000010	SELECTA INTERNATIONAL	CAFETERIA FOODS	1300	5310000	4700001	085	5,000.00
7/26/2023	0000010330	004731	DOMINO'S PIZZA	CAFETERIA FOODS	1300	5310000	4700001	085	45,000.00
7/28/2023	0000010342	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1300	5310000	4300028	085	2,500.00
7/28/2023	0000010343	002771	SMART & FINAL	REFRESHMENTS	1300	5310000	4300028	085	2,000.00
7/28/2023	0000010344	0000000637	SYSCO SAN DIEGO INC.	CAFETERIA FOODS	1300	5310000	4700001	085	26,000.00
7/28/2023	0000010345	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOODS	1300	5310000	4700001	085	340,000.00
7/28/2023	0000010346	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	1300	5310000	4700001	085	6,000.00
7/28/2023	0000010347	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOODS	1300	5310000	4700001	085	60,000.00
7/28/2023	0000010348	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	1300	5310000	4700991	085	10,000.00
7/28/2023	0000010349	0000000699	EL POLLO GRILL INC	CATERING FOODS	1300	5310000	4700991	085	8,000.00
Total for 1300									1,345,687.33
7/12/2023	0000010191	0000001000	DAVY ARCHITECTURE INC	CONTRACTED SERVICES	2133	9010300	6200050	300	850,000.00
7/25/2023	0000010294	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	2133	9010300	5800400	300	20,000.00
7/26/2023	0000010331	000124	WILKINSON HADLEY KING &	LEGAL FEES	2133	9010300	5800002	300	10,200.00
Total for 2133									880,200.00
Grand Total									9,456,518.35

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 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 July 1, 2023 through July 31, 2023 with checks #14-039689 through #14-046287 for a total expenditure of \$4,762,216.29 from the following sources:

- General Fund - \$2,786,575.76
- Child Development Fund- \$7,920.00
- Building Fund Prop39-Measures U- \$1,967,720.53

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of July 1, 2023 through July 31, 2023 for a total expenditure of \$4,762,216.29. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,762,216.29

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
7/1/23-7/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14039689	U.S. BANK - PARS #6746050200	7/6/2023	1076616.61	0100	CONTRACTED SERVICES
14040207	MYBINDING LLC	7/10/2023	246.26	0100	OFFICE SUPPLIES
14040788	P.I.P.S.	7/13/2023	73540.42	0100	PROFESSIONAL SERVICES
14040789	SOUTHERN CALIFORNIA RELIEF	7/13/2023	676027.00	0100	PROFESSIONAL SERVICES
14040790	THE LAW OFFICE OF	7/13/2023	4500.00	0100	LEGAL SERVICES
14040791	ROSA GOLDMAN	7/13/2023	1328.79	0100	GARNISHMENT
14040792	CSBA	7/13/2023	22761.00	0100	PROFESSIONAL SERVICES
14040793	FRONTLINE TECHNOLOGIES GROUP	7/13/2023	19115.75	0100	PROFESSIONAL SERVICES
14041873	FRANK VILLALVA JR.	7/17/2023	680.00	0100	PROFESSIONAL SERVICES
14041874	SCHOOL INNOVATIONS	7/17/2023	8300.00	0100	PROFESSIONAL SERVICES
14041875	THINK TOGETHER	7/17/2023	585.00	0100	REGISTRATION FEES
14042897	COMPLIANCE POSTER COMPANY	7/20/2023	386.48	0100	OFFICE SUPPLIES
14042898	U.S. BANK - PARS #6746050200	7/20/2023	43281.59	0100	CONTRACTED SERVICES
14044031	CRYSTAL CLEAR GLASS & MIRROR	7/24/2023	2409.90	0100	MAINTENANCE SUPPLIES
14044032	KEENAN & ASSOCIATES	7/24/2023	2526.68	0100	PROFESSIONAL SERVICES
14044035	FOUNDATION BUILDING MATERIALS LLC	7/24/2023	1103.11	0100	MAINTENANCE SUPPLIES
14044036	EINSTEIN BROS BAGELS	7/24/2023	213.95	0100	REFRESHMENTS
14044037	EASTLAKE LIVING PARTY RENTALS	7/24/2023	1580.00	0100	CONTRACTED SERVICES
14044038	T-MOBILE	7/24/2023	3346.55	0100	UTILITIES
14044039	SAN DIEGO GAS & ELECTRIC	7/24/2023	71241.85	0100	UTILITIES
14044040	CITY TREASURER	7/24/2023	20470.59	0100	UTILITIES
14044042	CALIFORNIA DEPT. OF JUSTICE	7/24/2023	833.00	0100	PROFESSIONAL SERVICES
14044043	AUDIOMETRICS	7/24/2023	395.00	0100	CONTRACTED SERVICES
14044044	AT&T	7/24/2023	7040.25	0100	UTILITIES
14044045	SAN DIEGO COUNTY SCHOOL BOARDS	7/24/2023	335.00	0100	MEMBERSHIP
14045021	ORODATA RECORDS MANAGEMENT, INC	7/27/2023	225.97	0100	LEASE STORAGE
14045022	ELMY FLORES	7/27/2023	47.81	0100	MILEAGE
14045023	VECTOR USA	7/27/2023	8097.24	0100	PROFESSIONAL SERVICES
14045024	BMR HEALTH SERVICES, INC	7/27/2023	4724.40	0100	PROFESSIONAL SERVICES
14045025	AVID CENTER	7/27/2023	12118.00	0100	CONTRACTED SERVICES
14045026	MRC SMART TECHNOLOGY SOLUTIONS	7/27/2023	11108.36	0100	CONTRACTED SERVICES
14045027	XEROX FINANCIAL SERVICES	7/27/2023	9274.25	0100	MAINTENANCE AGREEMENT
14045028	MARK KIRCHER	7/27/2023	625.00	0100	MILEAGE

Expenditure Report
7/1/23-7/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14045029	MAXIM HEALTHCARE SERVICES, INC	7/27/2023	11425.98	0100	PROFESSIONAL SERVICES
14045030	DANNIS WOLIVER KELLEY	7/27/2023	290.00	0100	LEGAL SERVICES
14045031	NYHART	7/27/2023	2500.00	0100	PROFESSIONAL SERVICES
14045032	PANERA BREAD COMPANY	7/27/2023	11497.38	0100	CATERING SERVICES
14045033	CAPITOL ADVISORS GROUP, LLC	7/27/2023	2000.00	0100	PROFESSIONAL SERVICES
14045034	EFRAIN IVAN MANRIQUEZ	7/27/2023	57.38	0100	MILEAGE
14045036	WALSH & ASSOCIATES, APC	7/27/2023	5976.95	0100	LEGAL SERVICES
14045037	WEX BANK	7/27/2023	3778.94	0100	GASOLINE
14045038	DALE SCOTT & COMPANY, INC.	7/27/2023	12968.84	0100	PROFESSIONAL SERVICES
14045039	THE STEPPING STONE GROUP	7/27/2023	9600.00	0100	PROFESSIONAL SERVICES
14045041	EDTHEORY LLC	7/27/2023	14277.14	0100	PROFESSIONAL SERVICES
14045042	THE SPEECH PATHOLOGY GROUP, INC	7/27/2023	12327.84	0100	PROFESSIONAL SERVICES
14045043	MYBINDING LLC	7/27/2023	2737.33	0100	PUBLICATION SUPPLIES
14045044	SUN DIEGO CHARTER	7/27/2023	15200.00	0100	TRANSPORTATION SERVICES
14045045	E-W TRUCK & EQUIPMENT CO., INC	7/27/2023	3395.88	0100	CONTRACTED SERVICES
14045046	ABIGAIL GOMEZ	7/27/2023	2500.00	0100	CONTRACTED SERVICES
14045047	CATAPULK12	7/27/2023	600.00	0100	PROFESSIONAL SERVICES
14045049	KYO AUTISM THERAPY, LLC	7/27/2023	11689.20	0100	PROFESSIONAL SERVICES
14045050	PACIFIC PURE WATER SYSTEMS LLC	7/27/2023	64.65	0100	LEASE AGREEMENT
14045051	PROCARE THERAPY	7/27/2023	4725.00	0100	PROFESSIONAL SERVICES
14045052	KAJITANI EDUCATION	7/27/2023	10465.00	0100	PROFESSIONAL SERVICES
14045053	WAXIE SANITARY SUPPLY	7/27/2023	90.47	0100	CUSTODIAN SUPPLIES
14045054	SAM & ROSE STEIN EDUCATION	7/27/2023	17455.94	0100	NON PUBLIC SCHOOL
14045055	PARADIGM HEALTHCARE SERVICES	7/27/2023	35.82	0100	PROFESSIONAL SERVICES
14045056	COURTNEY TIRE SERVICE	7/27/2023	1034.95	0100	CONTRACTED SERVICES
14045057	CURRICULUM ASSOC. INC.	7/27/2023	5600.37	0100	INSTRUCTIONAL SUPPLIES
14045058	SCHOOL SERVICES OF CALIFORNIA	7/27/2023	450.00	0100	PROFESSIONAL SERVICES
14045059	THE INSTITUTE FOR EFFECTIVE	7/27/2023	13090.00	0100	NON PUBLIC SCHOOL
14045060	PENSKE TRUCK LEASING	7/27/2023	1238.00	0100	CONTRACTED SERVICES
14045061	RANCHO SAN DIEGO NURSERY INC	7/27/2023	4556.58	0100	GROUPS SUPPLIES
14045062	FIREHAWK	7/27/2023	7286.39	0100	CONTRACTED SERVICES
14045063	ATKINSON, ANDELSON, LOYA, RUUD	7/27/2023	2198.44	0100	LEGAL SERVICES
14045064	YMCA OF SAN DIEGO COUNTY	7/27/2023	389036.14	0100	AFTER SCHOOL PROGRAM

Expenditure Report
7/1/23-7/31/23

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14045065	ACSA	7/27/2023	1933.68	0100	ANNUAL MEMBERSHIP
14045066	WALMART	7/27/2023	1746.52	0100	INSTRUCTIONAL SUPPLIES
14045067	SOUTHWESTERN COLLEGE	7/27/2023	8957.59	0100	REGISTRATION FEES
14045068	TEAMTALK NETWORK	7/27/2023	437.58	0100	CONTRACTED SERVICES
14045069	BEST BEST & KRIEGER LLP	7/27/2023	18022.60	0100	LEGAL SERVICES
14045070	SIR SPEEDY PRINTING 02890	7/27/2023	592.63	0100	OFFICE MATERIALS
14045071	IMAGE ONE CORPORATION	7/27/2023	1007.47	0100	OFFICE SUPPLIES
14045072	CALIFORNIA FINANCIAL SERVICES	7/27/2023	10000.00	0100	PROFESSIONAL SERVICES
14045073	SPARKLETTS	7/27/2023	531.47	0100	CONTRACTED SERVICES
14045074	SOUTH BAY COMMUNITY SERVICES	7/27/2023	38365.00	0100	PROFESSIONAL SERVICES
14045075	XEROX CORPORATION	7/27/2023	5989.21	0100	MAINTENANCE AGREEMENT
14046287	REPUBLIC SERVICES	7/31/2023	33755.59	0100	UTILITIES
Total Fund 01			\$ 2,786,575.76		
14045040	LEARNING GENIE INC.	7/27/2023	7920.00	1200	PROFESSIONAL SERVICES
Total Fund 12			\$ 7,920.00		
14044033	TOM SILVA CONSULTING	7/24/2023	7218.75	2133	PROFESSIONAL SERVICES
14045035	WEATHERPROOFING TECHNOLOGIES, IN	7/27/2023	384607.28	2133	CONTRACTED SERVICES
14045048	TLS CHOICE LLC	7/27/2023	1575894.50	2133	CONTRACTED SERVICES
Total Fund 2133			\$ 1,967,720.53		
Grand total			\$ 4,762,216.29		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and No. 23/24-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2023-24 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

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

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

See attached
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

August 10, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Dr. Cynthia Norall, Inc.	Amendment No. 1 - to extend the term to 2023-24 to complete an independent psychological evaluation.	\$4,250.00	Special Education	Little/Madera
2	DFS Flooring	Change Order No. 1 - to add after hours labor fees for a flooring project at the Sunset School Nurse's Office.	\$515.00	COPs Refunding	Iniguez
3	Johnson Controls Fire Protection LP	To provide preventive inspections and diagnostic test of kitchen hood fire suppression systems. (2023-24)	\$5,068.00	CNS	Iniguez
4	Howard E. Nyhart Company, Inc.	To conduct a staff analysis. (2022-23)	\$2,500.00	General	Adrianzen
5	Panorama Education	For the implementation of the Panorama Platform at Vista Del Mar Middle School. (2023-24)	\$23,475.00	Title I	Little/Cevallos
6	Project Lead The Way	For the Gateway Program to be an elective course at the two middle schools and the Launch Program for all elementary schools. (2023-24)	\$6,650.00	Title IV	Little
7	SBCS	For the HERE Now Program to continue at the middle schools. (2023-24)	N/A	N/A	Little
8	Vocal T.R.A.C.K.	Provided an independent speech evaluation. (2022-23)	\$1,650.00	Special Education	Little/Madera
9	WestEd	To provide professional learning services to staff. (2022-24)	N/A	N/A	Little

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DR. CYNTHIA NORALL, INC. – AMENDMENT NO. 1

BACKGROUND INFORMATION:

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

Dr. Cynthia Norall, Inc., an independent agency, has been selected by the parents to perform an independent psychological evaluation for their student. The cost implications: \$4,250.00 includes IEP attendance for presentation of report was paid from the Special Education Funds in the 2022-2023 school year.

Amendment No. 1 is to extend the term of the agreement to the 2023-24 school year. All other terms and conditions will remain the same.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the agreement with Dr. Cynthia Norall, Inc. to extend the term to the 2023-2024 school year to complete the independent psychological evaluation

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-204 Budget?

Yes No

Requisition #

\$4,250.00

(Amount)

Special Education Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Professional Services Agreement between San Ysidro School District (District) and Dr. Cynthia Norall, Inc. was entered on April 14, 2023, to provide independent psychological evaluation which included IEP attendance for presentation of report.

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

- SECTION NO. 1.2 TERM:

Extend the Term to Fiscal Year 2023-24 (July-June) or until completion of the following projects whichever happens first. This extension would allow ample time for completion.

All other Terms and Conditions including fees of the Agreement dated April 14, 2023 remain the same.

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

Dr. Cynthia Norall, Inc.

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: CHANGE ORDER NO. 1 TO THE DFS FLOORING AGREEMENT

BACKGROUND INFORMATION:

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

On July 13, 2023, the Board approved the agreement with DFS Flooring to replace the flooring in the Sunset Nurse’s Office. The project is scheduled during the weekend so that there is no interruption during the business day. This Amendment is to add after hours labor fees in the amount of \$515.00 with a new contract total of \$4,015.00.

RECOMMENDATION:

Approve/Ratify Change Order No. 1 to the DFS Flooring Agreement to add after hours labor fees for the flooring project at the Sunset Nurse’s Office. The additional costs are \$515.00 to be paid from the COPS Refunding funds.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

Contract Total \$4,015.00

COPS Refunding <small>(Name of funding source and/or location)</small>

Recommended for: Approval Denial Certification Requested Yes No

Date: 7/21/2023

To: JOSE F. INIGUEZ

Customer PO:

CONTRACT



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

Change Order Request

Job No: 138081

Request #: 1

CO #: 0

Invoice To:

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173

Project:

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

JOSE F. INIGUEZ
Phone: (619) 428-4476 - 3065

From:	Project Manager:	Estimator:
STEVE GORDON - P&I	HERNANDEZ, CARRI	

Description of Change Order Request:

AFTER HOURS LABOR ADD

AFTER HOURS LABOR ADD

ADD

<i>Manufacturer</i>	<i>Color Name:</i>	<i>Ft Wide:</i>	<i>Quantity:</i>	<i>UOM:</i>
<i>Style</i>	<i>Color Number:</i>	<i>Ft Long:</i>		
1 AFTER HOURS				
DFS FLOORING	N/A	0.00	1.00	UNIT
N/A		0.00		

Total ADD \$515.00

Total This Option - Tax Included : \$515.00

SALESMAN'S SIGNATURE _____

Approximate Installation Start Date: _____

CUSTOMER'S AUTHORIZATION _____

Date: _____

Marilyn Adrianzen, CBO

Board approved/ratified: 08-10-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION LP

BACKGROUND INFORMATION:

Fire suppression systems are used to extinguish or prevent the spread of fire in a building. Suppression systems use a combination of dry chemicals and/or wet agents to suppress equipment fires.

The District would like to retain the services of Johnson Controls to perform necessary inspections and diagnostic tests for the accessible kitchen ansul hood systems currently connected to the kitchen fire suppression system during SY 2023-24. The following school sites have this type of equipment and will be tested/inspected:

- Sunset School
- Willow School
- Ocean View Hills School
- San Ysidro Middle School

RECOMMENDATION:

Approve the agreement with Johnson Controls Fire Protection LP to provide preventive inspections and diagnostic tests of kitchen hood fire suppression systems during FY 2023-24 in the amount of \$5,068.00 from the Child Nutrition fund.

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 #

\$5,068.00

(Amount)

Child Nutrition Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on June 22, 2023 by and between Johnson Controls Fire Protection LP hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

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

1. The term of this contract shall begin on July 1, 2023 with work to be completed on or before June 30, 2024.
2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide Kitchen Hood Essential Services for KH Hoods and KH Ansul Test and Inspections at San Ysidro Middle School, Ocean View Hills School, Sunset School and Willow School during 2023-24 fiscal year. (See the attached Exhibit A - proposals for scope of work and service rates.)

PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement(s)
 - Worker's Compensation Insurance (as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - IRS Form W-9 (If not previously provided)

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

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

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

CONTRACTOR

SAN YSIDRO SCHOOL DISTRICT

Authorized Signature

Marilyn Adrianzen, Chief Business Official

Name

DATE: _____

TITLE: _____

BOARD APPROVED: _____

LICENSE NUMBER: _____

ADDRESS: _____

EMAIL: marilyn.adrianzen@sysdschools.org

DATE: _____

PHONE: (619) 428-4476 ext. 3003

TEL # _____

FAX: (619) 428-9355

EMAIL: _____

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. Waiver of Consequential Damages. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL CONTRACTOR AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO DISTRICT (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

Contractor's Initials _____`

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

CERTIFICATION:

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

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

Company Name:

Name & Title of authorized representative (*Print*)

Signature: _____

Date _____



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 31-May-23
Proposal #: CPQ-417933
Term: 1-Jul-23 to 30-Jun-24
External Contract #: 80847688

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Willow Elem
 226 Willow Road,
 SAN YSIDRO, CA 92173-3008

Johnson Controls Fire Protection LP
Sales Representative:
 Christian Envall
 14200 E Exposition Ave
 Aurora CO 80012-2540
 christian.envall@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-KH-ANSUL			
ANSUL HOOD SYSTEM		Est. First Inspection: August	
Single Tank Suppression System (Includes all Links & Pipe Blow Out)	1	Semi-Annual	
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual	

KITCHEN HOOD ESSENTIAL SERVICE Total: \$1,098.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Kitchen Suppression
San Ysidro SD - Willow Elem	226 Willow Road,	SAN YSIDRO	CA	92173-3008	\$1,098.00

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-ANSUL

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-ANSUL

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,098.00 - **Proposal #:** CPQ-417933

PAYMENT SUMMARY:

Year	PSA Charges
1	\$1,098.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Contract # 80847688

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: sadeer.sahib@sysdschools.org
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

San Ysidro School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: <u>Marilyn Adrianzen</u>	Print Name: _____
Title: <u>CBO</u>	Title: _____
Phone #: <u>(619) 428-4476</u>	Phone #: _____
Fax #: _____	Fax #: _____
Email: <u>patricia.caro@sysdschools.org</u>	License #: _____ (if applicable)
Date: _____	Date: _____



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 31-May-23
Proposal #: CPQ-417938
Term: 1-Jul-23 to 30-Jun-24
External Contract #: 934751

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - San Ysidro Mdl School
 4345 Otay Mesa Road,
 SAN YSIDRO, CA 92173-1623

Johnson Controls Fire Protection LP
Sales Representative:
 Christian Envall
 14200 E Exposition Ave
 Aurora CO 80012-2540
 christian.envall@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-KH-HOOD			
HOOD SYSTEM	Est. First Inspection: August		
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	2	Semi-Annual	

KITCHEN HOOD ESSENTIAL SERVICE Total: \$1,744.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Kitchen Suppression
San Ysidro SD - San Ysidro Mdl School	4345 Otay Mesa Road,	SAN YSIDRO	CA	92173-1623	\$1,744.00

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-HOOD

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-HOOD

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: BAMA In BAMA

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,744.00 - **Proposal #:** CPQ-417938

PAYMENT SUMMARY:

Year	PSA Charges
1	\$1,744.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Contract # 934751

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: sadeer.sahib@sysdschools.org
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

San Ysidro School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: <u>Marilyn Adrianzen</u>	Print Name: _____
Title: <u>CBO</u>	Title: _____
Phone #: <u>(619) 428-4476</u>	Phone #: _____
Fax #: _____	Fax #: _____
Email: <u>patricia.caro@sysdschools.org</u>	License #: _____ (if applicable)
Date: _____	Date: _____



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 31-May-23
Proposal #: CPQ-417941
Term: 1-Jul-23 to 30-Jun-24
External Contract #: 934781

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Ocean View Hil
 4919 Del Sol Boulevard,
 SAN DIEGO, CA 92154-8488

Johnson Controls Fire Protection LP
Sales Representative:
 Christian Envall
 14200 E Exposition Ave
 Aurora CO 80012-2540
 christian.envall@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-KH-HOOD			
HOOD SYSTEM		Est. First Inspection: August	
Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out)	1	Semi-Annual	

KITCHEN HOOD ESSENTIAL SERVICE Total: \$873.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Kitchen Suppression
San Ysidro SD - Ocean View Hill	4919 Del Sol Boulevard,	SAN DIEGO	CA	92154-8488	\$873.00

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-HOOD

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-HOOD

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$873.00 - Proposal #: CPQ-417941

PAYMENT SUMMARY:

Year	PSA Charges
1	\$873.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Contract # 934781

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: sadeer.sahib@sysdschools.org
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

San Ysidro School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: <u>Marilyn Adrianzen</u>	Print Name: _____
Title: <u>CBO</u>	Title: _____
Phone #: <u>(619) 428-4476</u>	Phone #: _____
Fax #: _____	Fax #: _____
Email: <u>patricia.caro@sysdschools.org</u>	License #: _____ (if applicable)
Date: _____	Date: _____



SERVICE SOLUTION

Customer #: 1274696
San Ysidro School District
Date: 31-May-23
Proposal #: CPQ-417947
Term: 1-Jul-23 to 30-Jun-24
External Contract #: 934791

Billing Customer:
 San Ysidro School District
 4350 Otay Mesa Road
 Attn: Accounts Payable
 SAN YSIDRO, CA 92173-1617

Service Location:
 San Ysidro SD - Sunset School
 3825 Sunset Lane,
 SAN YSIDRO, CA 92173-3334

Johnson Controls Fire Protection LP
Sales Representative:
 Christian Envall
 14200 E Exposition Ave
 Aurora CO 80012-2540
 christian.envall@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-KH-HOOD

HOOD SYSTEM

Est. First Inspection: August

Suppression System - Additional Tanks (Includes all Links & Pipe Blow Out) 1

Semi-Annual

KITCHEN HOOD ESSENTIAL SERVICE Total: \$1,744.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Kitchen Suppression
San Ysidro SD - Sunset School	3825 Sunset Lane,	SAN YSIDRO	CA	92173-3334	\$1,744.00

KITCHEN HOOD ESSENTIAL SERVICE

SYSTEM-KH-HOOD

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. Any replacement of fusible links, tamper seals, blow-off caps and nozzles associated with the system will be replaced at the time of inspection and billed in addition to this agreement.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested

Test results and applicable voltage readings

Required device tags

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal (Basic)

SYSTEM-KH-HOOD

Basic Customer Portal functionality will be provided.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **San Ysidro School District** and is effective **1-Jul-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,744.00 - **Proposal #:** CPQ-417947

PAYMENT SUMMARY:

Year	PSA Charges
1	\$1,744.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Contract # 934791

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

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 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: sadeer.sahib@sysdschools.org
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

San Ysidro School District	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: <u>Marilyn Adrianzen</u>	Print Name: _____
Title: <u>CBO</u>	Title: _____
Phone #: <u>(619) 428-4476</u>	Phone #: _____
Fax #: _____	Fax #: _____
Email: <u>patricia.caro@sysdschools.org</u>	License #: _____ (if applicable)
Date: _____	Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE HOWARD E. NYHART COMPANY, INC.
AGREEMENT

BACKGROUND INFORMATION:

On April 14, 2022, the Governing Board approved the agreement with The Howard E. Nyhart Company, Inc. to conduct Actuarial Valuation Services for the District.

During the 2022-23 school year, the District worked on a Supplementary Retirement Plan (SRP), an early retirement incentive for Certificated Non-Management and Classified Non-Management employees. The goal of the program was to generate savings, or at a minimum, no cost to the District by increasing the number of retirements in the 2022-23 school year. In order to determine the financial impact this SRP would have on the District, Nyhart was asked to conduct an analysis.

Amendment No. 1 – Additional services were requested to complete an analysis of non-management staff.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the agreement with The Howard E. Nyhart Company, Inc. to conduct a staff analysis at a cost of \$2,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,500.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**FIRST AMENDMENT TO THE HOWARD E. NYHART COMPANY, INC.
SERVICE AGREEMENT (“AGREEMENT”)
FOR SAN YSIDRO SCHOOL DISTRICT (“CLIENT”)**

**APPENDIX A-1
Services to be Provided by Nyhart**

Nyhart will provide the following additional services:

- Special Project May 2023 - Estimate changing the Classified group to have 100% of retiree-only coverage provided by the Client.

Fees for Services to be Provided by Nyhart

Service	Fee
Special Project May 2023	\$2,500

ACCEPTANCE

The items and conditions of this Agreement are agreed to and accepted by Client. This Agreement is effective only when signed by all parties.

San Ysidro School District

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

AGENDA ITEM: LICENSE AGREEMENT WITH PANORAMA EDUCATION FOR THE IMPLEMENTATION OF THE PANORAMA PLATFORM AT VISTA DEL MAR

BACKGROUND INFORMATION:

Panorama Education is an independent, secure software platform that is used to understand how each student is progressing in all aspects of their education-academics; life skills, behavior; social-emotional learning; college and career readiness.

The Panorama Platform helps educators act on data and improve student outcomes by collecting and analyzing data about social-emotional learning, school climate, family engagement and more. Panorama also creates and coordinates personalized support for every student to get what they need to thrive.

The Principal at Vista Del Mar Middle School is requesting approval to implement the Panorama Education platform during the 2023-24 school year.

This license agreement includes the following components:

- Panorama Surveys License (SEL + Surveys)
- “Student Success” Early Warning & MTSS Platform
- Panorama for Positive Behavior
- Project Management
- Training and Professional Development

RECOMMENDATION:

Approve the license agreement with Panorama Education for the implementation of the Panorama Platform at Vista Del Mar Middle School at the total cost of \$23,475.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Actions 1.12 and 1.15

Goal 3: Student Engagement and School Climate, Action 3.7: The district will continue to engage all staff with professional learning and implementation supports in the areas of Restorative Practices Positive Behavior Intervention Supports (PBIS) to develop safety, security, and school connectedness for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$23,475.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SERVICE ORDER



San Ysidro School District (CA)
 4350 Otay Mesa Rd
 San Ysidro / CA / 92173

Panorama Education, Inc.
 24 School St, Fourth Floor
 Boston, MA 02108
Contact:
 Account Management Team
contact@panoramaed.com
 (617) 356-8123

Primary Contact Name: Marilyn Adrianzen
Primary Contact Phone Number: (619) 428-4476 ext. 3004
Primary Contact Email Address: marilyn.adrianzen@sysdschools.org

Effective Date: Date agreement is counter-signed by all parties.
Contract Term: 12 Months
Invoiced on Effective Date, Net 30

(1) Description of Services and (2) Fees	
<u>Licenses/Services</u>	<u>Fees Over Term</u>
Student Success Platform: Behavior Analytics; Core Assessments; Interventions and Progress Monitoring; SIS Integration;	\$ 9,750.00
Panorama Survey Platform: Family Surveys; Student Surveys & SEL; Teacher and Staff Surveys + Adult SEL;	\$ 6,500.00
Panorama for Positive Behavior: Panorama for Positive Behavior (Partial Implementation); Behavior Incident Logging + Analytics; Panorama for Positive Behavior (Partial Implementation); Behavior Boost + Analytics;	\$ 3,250.00
Check-Ins: * Check-ins surveys and reporting	\$ 975.00
Professional Development Workshop (Virtual): 1 included Includes one virtual consultative planning session with a professional learning manager/director and up to 90 minutes of virtual facilitation or consultations for groups	\$ 1,500.00
Limited Foundations Teaching & Learning Package (Virtual): 2 included Unlimited access to Panorama Academy, for on-demand tutorials and training; Access to exclusive Panorama Community professional development events; facilitation of 1 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Required support for Panorama Student Success.	\$ 1,500.00

Total Over Contract Term:	\$ 23,475.00
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(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Single school: Vista Del Mar Middle School

(5) Client Accounts Payable Information

<i>Accounts Payable Contact Name</i>	Blanca Vega
<i>Accounts Payable Phone Number</i>	
<i>Accounts Payable Email Address</i>	blanca.vega@sysdschools.org
<i>Purchase Order Required?</i>	Yes [x] No []

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title: Marilyn Adrianzen, CBO	Date:
Panorama Signature:	Print Name, Title:	Date:

SYSD School Contact:
 Irene Herrera-Cevallos
 Principal of Vista Del Mar Middle School
 irene.herrera-cevallos@sysdschools.org
 (619) 428-4476 x3999

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms”) and collectively with the SO, (“Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents

(as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama’s Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of

Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination

for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the

Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim,

demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an “Indemnified Party”) becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an “Action”), the Indemnified Party will give the other party (“Indemnifying Party”) prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama’s marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party’s prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods,

blizzard, or other natural disasters (but excluding failure caused by a party’s financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (“Force Majeure Event”). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client’s procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama’s acceptance of Client’s procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient’s address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH PROJECT LEAD THE WAY

BACKGROUND INFORMATION:

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empowers students to develop in-demand knowledge and skills they need to thrive.

Project Lead The Way offers different programs, and our District has been participating on the following:

- *Launch Program:* For students grades Kinder through 5th – This program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge.
- *Gateway Program:* For grades 6th through 8th - Through explorations of coding and robotics, flight and space, and DNA and crime scene analysis, the *Gateway Program* fuels students’ passion for discovery. As they engage in hands-on, collaborative problem solving focused on real-world challenges, students use and stretch their imaginations in brand-new ways and connect their learning to life.

Educational Services needs to renew the agreement with PLTW to continue with the *Gateway* and *Launch* Programs at all school sites. The participation fee for each program is \$950.00. The fees for the 2023-24 school year were board approved on June 8, 2023.

RECOMMENDATION:

Approve the agreement with Project Lead the Way for the *Gateway Program* to be an elective course at the two Middle Schools and the *Launch Program* for all Elementary Schools during the 2023-24 school year at the total cost of \$6,650.00 from the Title IV fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.6: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM. In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and programs such as Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

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

Financial Implications?

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

Requisition #

Yes No

Yes No

\$6,650.00
(Amount)

Title IV Fund
(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**



Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between San Ysidro School District, located in CA (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as “**equipment**”) that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“**EOC Assessments**”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “**data**”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant’s control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

(12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as “**materials**”). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating

to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney’s fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney’s fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant’s rights or delegate any of the Program Participant’s obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA
92173

If to PLTW:
Project Lead The Way, Inc.
Attn: Program Agreements
5939 Castle Creek Parkway North Drive
Indianapolis, Indiana 46250
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

San Ysidro School District

Date: _____

Board approved: 08-10-23

By: _____

Program Participant Superintendent or
Program Participant Board
President/Chairperson, or its legally
authorized designee

Name: Marilyn Adrianzen

Title: Chief Business Official

Project Lead The Way, Inc.

Date: July 13, 2023

By: _____



Kathleen E. Mote
EVP, Chief Strategy and Innovation
Officer

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR THE HERE NOW PROGRAM

BACKGROUND INFORMATION:

The purpose of this Memorandum of Understanding (MOU) is to maintain the effective working relationship established between SBCS Corporation (SBCS) and our District for the purpose of implementing coordinated services. The goal of the service partnership is to collaborate in a public health approach to prevent youth suicide, suicidal ideation, and foster safe schools with suicide and bullying prevention education through the **Helping, Engaging, Reconnecting and Educating (HERE) Now Program**.

Educational Services Department is requesting approval to renew the MOU for the HERE Now Program, which will continue at San Ysidro Middle and Vista Del Mar Middle Schools. The term of this MOU is from July 1, 2023, through June 30, 2024.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with SBCS Corporation for the HERE Now Program to continue at our middle schools during the 2023-24 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.

Goal 4: Social Emotional Well-Being and Mental Health: All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



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 the local community.

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

SBCS Corporation agrees to provide:

1. Provide youth a comprehensive evidence-based Suicide and bullying prevention curriculum, which focuses on preventing suicide and bullying by (1) implementing strategies that are trauma-informed and which address upstream risk factors and improve protective factors among individuals and groups of high-risk youth, and (2) institutionalizing and strengthening the school culture and environment to be preventive and proactive in educating all members of the school community (teachers, students, parents) regarding suicide and bullying prevention as well as identifying and working with individual and groups of students who may be struggling emotionally and/or engaging in self-destructive or otherwise risky behaviors. Implementation of the curriculum includes, but is not limited to:
 - a. Collaborate with SYSD to identify appropriate implementation strategies.
 - b. Provide training in suicide prevention using SOS program materials that will include a focus on reducing stigma and providing information on warning signs, risk factors, and protective factors to school staff and gatekeepers.
 - c. Provide at least one culturally and linguistically appropriate suicide prevention education presentation using SOS Program materials for parents/caregivers.
 - d. Provide parent/guardian passive consent forms for participation in the program.
 - e. Provide trained Clinical Coordinators, Mental Health Specialists, Prevention Specialists, and Support Partners to deliver the program.
 - f. Deliver curriculum to ensure fidelity of the program.
 - g. Monitor program fidelity.
 - h. Assess identified students for safety issues.
 - i. Provide resources to families throughout and on completion of services.
2. Designate an individual as a point of contact for the program.
3. SBCS will utilize surveys to gather feedback on program implantation, follow-up support, and sustainability.
4. Provide follow-up information to the family and community stakeholders.
5. Continue efforts to identify additional youth needs and provide additional information to enhance the program’s service effectiveness and promote better outcomes for youth.
6. SBCS will follow district safety protocols for risk of self-harm, including notification of administration and parent/guardian were warranted and connecting students to mental health services.

SYSD agrees to provide:

1. Designate an individual as a point of contact for the program.

2. Participation/facilitation in needs assessment survey for grades 7th & 8th
3. Participate, when appropriate, in collaborative focus group discussions for the purpose of gathering and assessing program impact.
4. Staff will help disseminate information about the program and will collect student passive consent forms as appropriate.
5. Provide venues for showing videos that focus on preventing suicide and bullying, early warning signs, and protective factors to students, school staff, and caregivers.
6. School staff will support SBCS staff in providing follow-up to students identified as needing additional services (e.g., pulling schedules, passes, space, etc.).
7. Strategies to enlist teacher and parent participation seminars and classes on youth bullying, depression, and suicide prevention.
8. Assistance with distribution of flyers school/community-wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated or depressed.
9. Communicate immediately if problems/concerns arise with students or program implementation.
10. Assistance with distribution of flyers school/community-wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated, or depressed.
11. District will include SBCS in supporting students following a tragic event.

II. Duration of the MOU

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2023 through 6/30/2024 and shall have the option to extend the term of this agreement for four (4) increments of one (1) year, for a total of four (4) years beyond the expiration of the initial term, not to exceed June 30, 2027. 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 statutes, 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 awards. 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 <i>Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives</i>	\$1,000,000 per occurrence
Improper Sexual Conduct	\$1,000,000 per occurrence \$2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

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 below shall be the contact information for the notice requirements under this MOU.

For San Ysidro School District:	For SBCS Corporation:
c/o: Marilyn Adrianzen	c/o: Stacey Musso

Chief Business Official 4350 Otay Mesa Rd. San Ysidro, CA 92173 marilyn.adrianzen@syzschools.org	Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org
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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.

Location 1
San Ysidro Middle School 4345 Otay Mesa Road San Ysidro, CA 92173

Location 2
Vista Del Mar Middle School 4885 Del Sol Boulevard San Ysidro, 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 create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This MOU terminates when the funding for the project ends or either party may terminate this MOU 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: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Rd. San Ysidro, CA 92173

Board approved: 08-10-23

SBCS Corporation

San Ysidro School District

BUSINESS ASSOCIATE AGREEMENT

1. Recitals.

- 1.1 This Business Associate Agreement (“BAA”) constitutes a Business Associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 *et seq.*, and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as “HIPAA.”
- 1.2 SBCS and the Funder wish to disclose to the Subrecipient certain information pursuant to the terms of this BAA, some of which may constitute PHI, including PHI in electronic media (“ePHI”) under Federal law.
- 1.3 As set forth in this BAA, San Ysidro School District, hereafter, is the Business Associate of SBCS, acting on SBCS’s and Funder’s behalf and providing services, or performing or assisting in the performance of activities on behalf of SBCS and Funder, which include creation, receipt, maintenance, transmittal, use or disclosure of PHI. SBCS and Subrecipient are each a party to this BAA and are collectively referred to as the "parties.”
- 1.4 The purpose of this BAA is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with HIPAA, including, but not limited to, the requirement that SBCS shall enter into a contract containing specific requirements with Subrecipient prior to the disclosure of PHI to Subrecipient, as set forth in HIPAA.

2. Definitions. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms as are defined in 45 Code of Federal Regulations (CFR) section 160.103 and 164.501 (All regulatory references in this BAA are to Title 45 of the CFR unless otherwise specified).

- 2.1 “Breach” shall have the same meaning given to such term under HIPAA.
- 2.2 “Business Associate” shall have the same meaning as the term under HIPAA, and in reference to the party to this Agreement, shall mean the Subrecipient.
- 2.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at section 160.103, and in reference to the party to this BAA, shall mean SBCS and/or Funder, as the context requires.
- 2.4 “Funder PHI” shall have the same meaning as “Protected Health Information” (PHI) below, specific to PHI received from, or created, maintained, transmitted, used, disclosed, or received by Subrecipient, or its agents, on behalf of Funder, under this Agreement.
- 2.5 “Individual” shall have the same meaning as the term “individual” in section 164.501 and shall include a person who qualifies as a personal representative in accordance with section 164.502(g).

- 2.6 “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in section 164.501 and is limited to information created or received by Subrecipient from or on behalf of SBCS and/or Funder.
- 2.7 “Required by law” shall have the same meaning as the term “required by law” in section 164.501.
- 2.8 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- 2.9 “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of SBCS or Funder PHI, or interference with system operations in an information system that processes, maintains or stores SBCS or Funder PHI.
- 2.10 “Unsecured PHI” shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

3. Responsibilities of Subrecipient.

3.1 Permitted Uses and Disclosures of SBCS and Funder PHI by Subrecipient. Subrecipient shall only use SBCS and Funder PHI as required by the Agreement or as required by Law. Any such use or disclosure shall, to the extent practicable, be limited to the limited data set as defined in section 164.512(2), or if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure in compliance with HIPAA.

3.1.1 Except as otherwise limited in this Agreement, Subrecipient may use or disclose SBCS or Funder PHI on behalf of, or to provide services to, SBCS and/or Funder for the purposes outlined in the Scope of Work (Exhibit A to the Subrecipient Agreement between Subrecipient and SBCS), if such use or disclosure of PHI would not violate HIPAA if done by SBCS or Funder.

3.1.2 Except as otherwise limited in the Agreement, Subrecipient may use SBCS and/or Funder PHI to provide Data Aggregation services to SBCS and/or Funder as permitted by sections 164.504(e)(2)(i)(B).

3.2 Prohibited Uses and Disclosures.

3.2.1 Subrecipient shall not disclose SBCS or Funder PHI to a health plan for payment or health care operations purposes if SBCS or Funder PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

3.2.2 Subrecipient shall not directly or indirectly receive remuneration in exchange for SBCS or Funder PHI, except with the prior written consent of SBCS and/or Funder and as permitted by 42 U.S.C. section 17935(d)(2).

3.3 Safeguards.

3.3.1 Subrecipient shall comply with HIPAA regarding any and all operations conducted on behalf of SBCS and/or Funder under this Agreement and shall use appropriate safeguards

that comply with HIPAA to prevent the unauthorized use or disclosure of SBCS and Funder PHI.

- 3.3.2 Subrecipient shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Subrecipient's operations and the nature and scope of its activities.
- 3.4 Security. Subrecipient shall ensure the continuous security of all computerized data systems and paper documents containing SBCS and Funder PHI. These steps shall include, at a minimum:
 - 3.4.1 Comply with all data security requirements as specified by HIPAA;
 - 3.4.2 Achieve and maintain compliance with HIPAA; and
 - 3.4.3 Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 3.5 Mitigation of Harmful Effects. Subrecipient shall mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of SBCS PHI and/or Funder PHI by Subrecipient or its agents, including a subcontractor, and/or in violation of the requirements of the Agreement.
- 3.6 Subrecipient's Agents and Subcontractors. Subrecipient shall ensure that any agent, including a subcontractor, to whom it provides SBCS PHI or Funder PHI, imposes the same conditions on such agents that apply to Subrecipient with respect to SBCS PHI and Funder PHI under this BAA, and that comply with all applicable provisions of HIPAA, including requirements that such agents implement reasonable and appropriate administrative, physical, and technical safeguards to protect SBCS PHI and Funder PHI. Subrecipient shall incorporate, when applicable, the relevant provisions of this BAA into each subcontract or sub-award to such agents, including the requirement that any security incidents or breaches of unsecured SBCS PHI or Funder PHI be reported to Subrecipient.
 - 3.6.1 In accordance with section 164.504(e)(1)(ii), upon Subcontractor's knowledge of a material breach or violation by its subcontractor of the agreement between Subrecipient and the subcontractor, Subrecipient shall:
 - 3.6.1.1 Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SBCS and/or Funder; or
 - 3.6.1.2 Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.
- 3.7 Availability of Information to Funder and SBCS. Subrecipient shall provide access to Funder PHI and/or SBCS PHI at the request of Funder and/or SBCS, in the time and manner designated by SBCS and/or Funder, pursuant to section 164.526.

- 3.7.1 Subrecipient shall use the forms and processes developed by Funder and/or SBCS for this purpose and shall respond to all requests for access to records requested by Funder and/or SBCS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.
- 3.7.2 Subrecipient shall make internal practices, books, and records relating to the use and disclosure of SBCS PHI and/or Funder PHI received from, or created or received by Subrecipient on behalf of Funder and/or SBCS available to SBCS and/or Funder, or at the request of SBCS and/or Funder to the Secretary, in a time and manner designated by SBCS and/or Funder or the Secretary.
- 3.8 Cooperation with SBCS and Funder. Subrecipient will cooperate and assist SBCS and Funder to the extent necessary to ensure SBCS's and Funder's compliance with the applicable terms of HIPAA, such as, but not limited to:
- 3.8.1 Amendment of SBCS PHI and/or Funder PHI. Subrecipient shall make any required amendment(s) to SBCS PHI and/or Funder PHI that were requested by an Individual, in accordance with HIPAA. Subrecipient additionally shall make any amendments to SBCS PHI and/or Funder PHI as SBCS and/or Funder directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SBCS and/or Funder, and in no more than twenty (20) days.
- 3.8.2 Documentation of Disclosures. Subrecipient shall document disclosures of SBCS PHI and Funder PHI, respond to a request by an Individual for an accounting of disclosures of SBCS PHI and Funder PHI, and make these disclosures available to SBCS and/or Funder or to an Individual at SBCS's and/or Funder's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SBCS and/or Funder.
- 3.8.2.1 If Subrecipient maintains electronic health records as of January 2009, Subrecipient shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Subrecipient acquires electronic health records for SBCS or Funder after January 1, 2009, Subrecipient shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.
- 3.8.2.2 The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Subrecipient shall provide to SBCS and/or Funder or an Individual, in the time and manner designated by SBCS and/or Funder, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.
- 3.9 Access to SBCS PHI and/or Funder PHI. Subrecipient shall provide Individuals access and copies of their SBCS PHI and Funder PHI, as required by HIPAA, to include:
- 3.9.1 If the Subrecipient maintains SBCS PHI or Funder PHI in an Electronic Health Record, and an Individual requests a copy of such information in an electronic format, Subrecipient shall provide the information in an electronic format, as required under HIPAA.

3.10 Reporting of Unauthorized Use or Disclosure. Subrecipient shall implement reasonable systems for the discovery of and prompt reporting to SBCS and/or Funder of any use or disclosure, or suspected use or disclosure, of Funder PHI or SBCS PHI not provided for by the Agreement and/or any transmission of unsecured Funder PHI or SBCS PHI, and to take the following steps:

3.10.1 Subrecipient shall provide all reports of Unauthorized Uses or Disclosures to SBCS within 24 hours and if so directed by SBCS and/ Funder, to Funder Representative.

3.11 Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SBCS PHI or Funder PHI, Subrecipient shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3.12 Responsibilities for Notification of Breaches. If SBCS and/or Funder determines that the cause of a breach of SBCS PHI and/or Funder PHI is attributable to Subrecipient or its subcontractors, agents or vendors, Subrecipient shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

3.12.1 Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. Subrecipient shall obtain SBCS PHI and/or Funder approval of the time, manner and content of any such notifications before notifications are made.

3.12.2 Notifications be made to media outlets and to the Secretary, if a breach of unsecured SBCS PHI and/or Funder PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. Subrecipient shall obtain SBCS and/or Funder approval of the time, manner and content of any such notifications before notifications are made.

3.13 Designation of Individuals.

3.13.1 Subrecipient shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this Agreement and for communicating on Privacy matters with SBCS and Funder.

3.13.2 Subrecipient shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this Agreement and for communicating on Security matters with SBCS and Funder.

4. Responsibilities of SBCS.

4.1 SBCS shall provide Subrecipient with the Notice of Privacy Practices that SBCS and Funder produces in accordance with section 164.520, as well as any changes to such notice.

4.2 SBCS shall provide Subrecipient with any changes in, or revocation of, permission by Individual to use or disclose SBCS PHI and Funder PHI, if such changes affect Subrecipient's permitted or required uses and disclosures.

4.3 SBCS shall notify Subrecipient of any restriction to the use or disclosures of SBCS PHI and Funder PHI that SBCS or Funder has agreed to in accordance with section 164.522.

4.4 SBCS shall not request Subrecipient to use or disclose SBCS PHI or Funder PHI in any manner that would not be permissible under HIPAA if done by SBCS or Funder.

The undersigned acknowledges that they have read and understand the contents of this document and agree to comply with its terms.

San Ysidro School District

Name: _____

Title: _____

Signature: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH VOCAL T.R.A.C.K. SPEECH & LANGUAGE THERAPY CENTER, INC.

BACKGROUND INFORMATION:

All students with an active Individualized Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

Vocal T.R.A.C.K. Speech & Language Therapy Center, Inc. has been selected by the parents of special education student, to provide an independent speech assessment for their child, who currently receives special education services as designated by the student's IEP.

Cost implication will be \$1,650.00 including IEP meeting attendance.

RECOMMENDATION:

Approve/Ratify the agreement with Vocal T.R.A.C.K. Speech & Language Therapy Center, Inc., to provide an independent speech evaluation for school year 2022-2023 in the amount of \$1,650.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,650.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of July, 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Vocal T.R.A.C.K. Speech & Language Therapy Center, Inc.
Company/Consultant

(858) 521-8446
Telephone Number

16466 Bernardo Center Dr, Ste. 116, San Diego, CA 92128
Address

www.vocaltracktherapy.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2022

To: June 30, 2023

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

COMPANY:	Vocal T.R.A.C.K. Speech & Language Therapy Center, Inc.	
Name:	Christian Grasso, MS, CCC-SLP	
Title:	President	
Address:	16466 Bernardo Center Dr., Ste. 116	
City/State/Zip Code:	San Diego, CA 92128	
Telephone:	(858) 521-8446	
Email:	chrisg@vocaltracktherapy.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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

**Vocal T.R.A.C.K. Speech & Language Therapy
Center, Inc.**

Firm Name

Signature of Authorized Agent

Christian Grasso, President

Print Name, Title

Date:

Phone Number: (858) 521-8446

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: Vocal T.R.A.C.K. Speech & Language Therapy Center, Inc.

Name/title of authorized representative (Print) Christian Grasso, President

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Vocal T.R.A.C.K Speech & Language Therapy, Inc. will be providing an independent educational speech evaluation that includes the following:

- Intake
- Review of Records
- Parent and Teacher Interviews
- Classroom Observation at School of Attendance (virtual if needed)
- Rating Scale Distribution and Collection: Parents, Teachers, Additional Providers
- Direct Testing, typical 2, 2-hour sessions (based on publishers' time parameters)
- Transcription/Review of Language Samples
- Scoring of Tests
- Data Analysis
- Report Writing
- IEP Meeting Attendance

Independent educational speech evaluation will be conducted in an objective and professional manner.

Cost: \$ 1650.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Russell Little, Assistant Superintendent Informational
Educational Lead & Pupil Services Action

AGENDA ITEM: AGREEMENT WITH WESTED

BACKGROUND INFORMATION:

WestEd's Resilient and Healthy School and Communities (RHSC) team has a long history of effective collaboration with state and local education and community agencies in funding, implementing, and evaluating successful programs that promote resilience, school climate and culture, social emotional learning, positive youth development, physical health, and student and staff wellness. RHSC staff members have conducted training, technical assistance, consultation, and coaching in both community-and school-based programs and have wide-ranging experience in working with elementary, secondary, alternative education, and community partners in rural and urban areas.

Coaches from WestEd will be conducting Professional Learning Sessions for the Management team and PBIS team for each school. They will also hold workshops for staff, family members and community partners.

Term: School years 2022-23 and 2023-24

RECOMMENDATION:

Approve/Ratify the agreement with WestEd to provide Professional Learning Sessions for the 2022-2024 School years at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2: Safety, climate, and student engagement – All students will be educated in a positive academic environment that is welcoming, safe, and drug-free.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-20224 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 SERVICE AGREEMENT FOR GUEST SPEAKER

Between WESTED (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

WestEd's Resilient and Healthy School and Communities (RHSC) team has a long history of effective collaboration with state and local education and community agencies in funding, implementing, and evaluating successful programs that promote resilience, school climate and culture, social emotional learning, positive youth development, physical health, and student and staff wellness. RHSC staff members have conducted training, technical assistance, consultation, and coaching in both community-and school-based programs and have wide-ranging experience in working with primary, elementary, secondary, post-secondary, alternative education, and community partners in rural and urban areas.

2. Scope of Services:

The SPEAKER shall perform the Scope of Work as described on **Exhibit C** for School Climate Collaborative – Coaching and Technical Assistance.

Keynote speaker/presenter will provide onsite activities as follows during the period of July 1, 2022 to July 19, 2023. The location of these onsite activities will be determined by the District.

3. Compensation:

No cost to the District. Note: The services are free to LEAs in California through the California Center for School Climate an initiative of the California Department of Education operated by WestEd.

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 (1,2)**

6. Insurance – Refer to **Exhibit B**

7. Termination:

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

8. 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.

WESTED – Authorized Representative

Wet Signature

Signature: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

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

Board approve/ratified: _____

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

**SAN YSIDRO SCHOOL DISTRICT
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. **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
 - WC waiver of subrogation endorsement in favor of San Ysidro School District.**

If Speaker 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

Scope of Work

Coaching and Technical Assistance

2022-2023 & 2023-2024 School Year

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WestEd is a nonpartisan, nonprofit agency that conducts and applies research, develops evidence-based solutions, and provides services and resources in the realms of education, human development, and related fields, with the end goal of improving outcomes and ensuring equity for individuals from infancy through adulthood. For more information, visit WestEd.org. For regular updates on research, free resources, solutions, and job postings from WestEd, subscribe to the E-Bulletin, our semimonthly e-newsletter, at WestEd.org/subscribe.



Scope of Work

WestEd is an education, research, and service organization with over 900 employees and 14 offices nationwide. Our mission is to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults. WestEd has been a leader in moving research into practice by conducting research and development programs, projects and evaluations; by providing training and technical assistance; and by working with policymakers and practitioners at state and local levels.

WestEd's Resilient and Healthy School and Communities (RHSC) team has a long history of effective collaboration with state and local education and community agencies in funding, implementing, and evaluating successful programs that promote resilience, school climate and culture, social emotional learning, positive youth development, physical health, and student and staff wellness. RHSC staff members have conducted training, technical assistance, consultation, and coaching in both community-and school-based programs and have wide-ranging experience in working with primary, elementary, secondary, post-secondary, alternative education, and community partners in rural and urban areas.

Scope of Work Activities for San Ysidro School District

2022-2023 School Year Activities
Onsite Activities <ul style="list-style-type: none">• Virtual Session #1: Student Listening Circle – 05/25/2023<ul style="list-style-type: none">○ Time: 2 WestEd Staff for 1 Day○ Description: An interactive event that flips the traditional top-down approach to student/staff relationships and provides structured opportunities for students to share experiences and opinions while staff listen and learn. Students and staff have opportunities to work with peers (students with students and staff with staff) and engage in large- and small-group collaborative action planning to elevate student voice as essential to school improvement efforts.• Onsite #2: Professional Learning Session for Management – 06/13/2023<ul style="list-style-type: none">○ Time: 1 WestEd Staff for one Half-day○ Description: Professional learning sessions increase the knowledge and skills of participating educators and leaders across the most pressing school climate issues

and are rooted in local context. This session provides strategies and approaches to working with school staff in advancing school climate work.

- **Onsite #3: Professional Learning Session for PBIS Teams - July 18, 2023**

- Time: 2 WestEd Staff for 1 Day
- Description: In this full-day professional learning session, participants learn about brain-based strategies for teaching and learning, Tier 1 Universal supports, and opportunities to reflect on their practice. Strategies for working with other staff members and leading school climate work at the school-level are also discussed and reviewed.

Remote Activities

- Leadership Coaching/TA: Individual and/or Small Group (1-2/Month)

2023-2024 School Year Activities

Onsite Activities

- **Onsite School Climate Data Use Workshop – DATE TBD**

- Description: The workshop includes a series of interactive activities on data discovery, data mapping, data dialogues, and collaborative follow-through. If there are in-person restrictions, a virtual option can be provided.
- Who attends? Approximately 30 individuals, including district/school leaders, school staff, family members, and community partners, can attend the workshop.
- How long is the event? The workshop is approximately 3 hours long. If virtual, it will be held in two 90-minute sessions.
- What is the role of the LEA? In preparation for the workshop, the CCSC team will collaborate with your core LEA team in identifying local data and goals. LEAs will be responsible for recruiting participants, coordinating logistics, and providing refreshments, if needed, for attendees. The core LEA team will also participate in a follow-up meeting.

Remote Activities

- **Virtual Individualized Coaching Sessions:** Two coaching sessions with your core LEA team will be offered. The data-focused coaching sessions will provide capacity-building for LEAs.
- **Virtual Group Sessions:** These include a series of four 90-minute virtual Peer Network sessions with other participating districts. Topics in these sessions will be determined based on input received from the participating LEAs. Some topics could include:
 - Centering student voice
 - Data-informed decision-making
 - Monitoring improvements
 - The alignment of school climate data with LCAP goals

- Engaging families and community partners
- Addressing equity and culturally responsive supports
- Using data to support existing school climate initiatives

Total Cost: FREE to LEAs in California through the California Center for School Climate an initiative of the California Department of Education operated by WestEd.

Lead WestEd Coach/TA Providers

Lan Nguyen (she/her) is a Program Associate in the Resilient and Healthy Schools and Communities team and has experience in diverse roles within large K-12 school districts supporting and guiding the implementation of restorative practices programs. As a former high school science teacher and experienced restorative practitioner, Nguyen is grounded in the daily realities of school and classroom life and has used that knowledge to guide her work with school and district leaders. She has seen firsthand the transformative potential of effectively implemented restorative practices programs on the culture and climate of schools. Nguyen works to ensure that partnerships with clients are collaborative, meaningful, and center voices on the margins. In her coaching and facilitation experience with teachers, administrators, and district leaders she integrates humanizing restorative philosophies that support shifts toward more equitable and just schools.

Nguyen also has years of experience providing professional development and technical assistance to schools and districts around LGBTQ+ issues in education.

Timothy Ojetunde (he/him) is a Program Associate at WestEd who supports districts and schools in centering equity and improving educational outcomes for all. He specifically works with the Resilient and Healthy Schools and Communities (RHSC) and supports the California Center for School Climate (CCSC). Timothy's expertise is grounded in school culture and climate, restorative practices, SEL, and trauma-informed practices, as well as diversity, equity, and inclusion.

Timothy comes to WestEd with over a decade of knowledge and experience across multiple spaces and communities having been a teacher, advisory and school culture specialist, school administrator, and DEI consultant. In his work, he has coached school administrators, presented to leaders, and facilitated sessions for hundreds of educators and learners across multiple conferences. He is extremely passionate about creating equitable outcomes and is dedicated to supporting students and adults as they grow, develop, and find success.

Timothy is born and raised in Los Angeles; a graduate of UCLA with master's degrees from Arizona State University and California State University, Dominguez Hills.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 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 \$357.37 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$357.37

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA PUBLIC RELATIONS
ASSOCIATION (CalSPRA) 2023-2024

BACKGROUND INFORMATION:

California School Public Relations Association (CalSPRA) is a network of professionals dedicated to excellent school communication. Its primary purpose is to advance the practice of school communications by providing professional development, resources, support, and networking opportunities for all its members. CalSPRA is an incomparable resource for information sharing and statewide collaboration.

RECOMMENDATION:

Approve/Ratify the membership of Cristina Inzunza, Communications Specialist, to the California Public Relations Association for 2023-2024 at an estimated cost of \$250.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$250.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: DISPOSAL OF SUNSET KITCHEN OVENS AND STEAMER

BACKGROUND INFORMATION:

Pursuant to Education code 17546. and Board Policy #3270, authorizes the district to dispose of equipment that are unusable, obsolete or no longer needed.

The District seeks approval to authorize Tech24 to handle the disposal of the following equipment. The cost implications are already part of the removal/installation project.

Ovens' Details:

Make: Montague

Model: #HX2-63A

SYSD Barcodes: #016228SYSD and #016227SYSD

Serial Numbers: #C8-D-73252A; #C8-D-73252A; #C8-D-73252B; #C8-D-73252B

Estimated value \$0.00

Steamer Details:

Make: Cleveland

Model: SGM-40-TR

SYSD Barcode: 002096SYSD

Serial Number: #WT2786-02K-01

Estimated value \$500.00

RECOMMENDATION:

Approve the disposal of the four old Montague ovens and the steamer located at Sunset School.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

(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: August 10, 2023

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

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

AGENDA ITEM: AMENDMENT TO BEST BEST & KRIEGER LLP AGREEMENT

BACKGROUND INFORMATION:

Best Best & Krieger (BBK) shall provide Counsel legal services as requested by the District pertaining to legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency litigation and charter schools.

This Amendment is to increase legal services rates effective July 1, 2023.

RECOMMENDATION:

Approve the amendment with Best Best & Krieger, LLP., to increase the legal service rates effective July 1, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Per Rates Attached
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



BBK
 BEST BEST & KRIEGER LLP
 ATTORNEYS AT LAW

REC'D ADMINISTRATION
 JUL 12 '23 PM 3:19

Frida Mancilla Vega
 Jr. Business Analyst
 (619) 525-1344
 frida.mancillavega@bbklaw.com

June 30, 2023

San Ysidro School District
 Attn: Gina Potter, Ed.D.
 4350 Otay Mesa Road
 San Ysidro, CA 92173

AMENDMENT

Re: Annual Notice of Automatic Increase in Legal Services Rates based upon CPI

Dear Valued Best Best & Krieger LLP Client,

Pursuant to our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, San Diego-Carlsbad, CA, most recent 12-month published. Even though the Index has increased by 5.2% over this time period, we will only increase by 4% per agreement. Therefore, the hourly rates will be:

<u>General/Special Services</u>	<u>Rate/Hr.</u>
Partners & Of Counsel	\$ 314.00
Associates	\$ 281.00
Paralegals	\$ 211.00

These rates will adjust automatically on July 1, 2023.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Joseph Sanchez.

Sincerely,


 Frida Mancilla Vega
 Jr. Business Analyst
 for BEST BEST & KRIEGER LLP

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: REVISED AGREEMENT WITH PACIFIC LIFE GROUP TAX SHELTERED 403(B) ANNUITY FOR THE SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) for Certificated Non-Management, Management, and Classified Non-Management employees, which was initially approved for exploration by the Board on October 20, 2022. The SRP was designed as a retirement incentive program that encouraged eligible employees to resign or retire early. The goal of the program was to generate savings, or at a minimum, create no cost to the District by increasing the number of retirements in the 2022-23 school year. This retirement incentive encouraged fifty-three (53) employees to enroll in the plan and submit resignation/retirement letters effective June 30, 2023.

On May 30, 2023, the Governing Board approved several agreements required for the implementation of the SRP. One of the agreements that was approved, Pacific Life Group Tax Sheltered 403(B) Annuity Contract, has been revised to include salary adjustments for certificated non-management participants. The salary adjustment is \$43,281.59. The 5-year payment contribution schedule is from July 2023 to July 2027 at a new annual amount of \$877,778.71, which includes PARS administrative fees for the management of the SRP for a total of \$4,388,893.55.

RECOMMENDATION:

Approve/Ratify the revised Pacific Life Group Tax Sheltered 403(B) Annuity Contract for the implementation of the District’s Supplementary Retirement Plan reflecting an increase of \$43,281.59 for salary adjustments for certificated non-management participants.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$877,778.71/yr
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



January 31, 2023

Revised

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4350 Otay Mesa Rd.
San Diego, CA 92173

RE: SAN YSIDRO SCHOOL DISTRICT
PACIFIC LIFE GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.04.0001 &
G-27713.52.0001

Dear Marilyn Adrianzen:

We are pleased that the San Ysidro School District has selected Pacific Life Insurance Company for their additional annuity purchase. This letter confirms the terms of the annuity purchase under Master Annuity Contract G-27713.04.0001 & G-27713.52.0001 as agreed to on January 24, 2023 for Three (3) and Fifty (50) additional participants, respectively, of the San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B).

Five premiums will be paid by the San Ysidro School District to Pacific Life Insurance Company through the PARS custodial account for both G27713.04.0001 & G-27713.52.0001 as follows:

Premium Due Date	Premium Amount G-27713.04.0001	Premium Amount G-27713.52.0001
July 20, 2023	\$40,252.62	\$791,765.11
July 19, 2024	\$40,252.62	\$791,765.11
July 18, 2025	\$40,252.62	\$791,765.11
July 20, 2026	\$40,252.62	\$791,765.11
July 20, 2027	\$40,252.62	\$791,765.11

Interest at the Prime rate will be charged for late payment of the scheduled premiums.

The annuity purchase is subject to the following specifications and/or assumptions:

1. The San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B) is a “qualified” plan.
2. California state premium tax at the “qualified” plan rate of 0.50% is included in the premium.
3. No commissions are payable.
4. The Purchase Date is January 24, 2023, with an effective date of August 1, 2023. There will be a refund of premium for any death occurring prior to August 1, 2023. If a death benefit is to be paid by Pacific Life, the premium refund will be subject to an adjustment.
5. There are no retroactive benefit payments involved in this purchased.
6. The annuities purchased are shown in the attached Illustration of Benefit.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive, Newport Beach, California 92660-6397 Tel(949)219-3011

7. Pacific Life will be responsible for tax reporting only for those months we actually issue individual checks to the annuitants. Annuitant data for benefit payment purposes has not been received.
8. The benefits for the annuitants to be assumed by Pacific Life will be paid in the amounts and in the annuity forms as indicated in the attached Illustration of Benefits.
9. There will be no post-retirement death benefits other than those inherent in the annuity forms/options elected.
10. There are no employee contributions.
11. There are no cost-of-living adjustments.
12. The annuities cannot be surrendered for cash after purchase.

Any changes to the premium due to revision in the participant data or annuity specifications will be based on the same assumptions used in the original pricing, with the exception of the interest rate applicable to the “net” difference in premium. The rate used will be an impartially determined rate equal to the net pricing rate used for this annuity purchase, adjusted by the change from the date of purchase (January 24, 2023) to the date on which revised calculations are completed, in the yield to maturity of the 10-Year U.S. Treasury Bond.

Pacific Life has been a major provider of guaranteed annuities for many years and is pleased to count the San Ysidro School District as one of its valued customers.

Enclosed is our standard disclosure information. Please complete the form and return it as soon as possible to Faith Hermann, Plan Implementation. Also enclosed is our Privacy Statement to Customers.

This letter must be signed by a person authorized to represent the Plan for the purchase of annuities in the spaces provided below and returned to Pacific Life to my attention. Please retain a copy of the signed letter for your records.

Thank you for selecting Pacific Life for this annuity purchase.

Sincerely,

Jamie Finkral
Sales Associate II
Institutional Division
Pacific Life Insurance Company
949-219-4424

Enclosures

cc: Mr. Patrick Pacheco, PARS

I HAVE READ AND UNDERSTAND THE CONDITIONS OF SALE AS OUTLINED IN THIS LETTER AND ACCEPT THE TERMS.

AUTHORIZED REPRESENTATIVE OF THE PLAN

DATE

TITLE

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.04.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

If an Annuitant's date of birth (as it appears in the information provided to Pacific Life) is incorrect, the amount of Annuity Payment payable to such Annuitant shall be that which the portion of the gross premium paid to Pacific Life for such Annuitant would have purchased on the effective date of the Policy, had his or her correct date of birth been used. Any overpayment or underpayment by Pacific Life on account of any misstatement of date of birth shall, with interest thereon at five percent (5%) per annum, be charged against or added to the current or next succeeding payment or payments to be made by Pacific Life under this Policy.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 3.52% at the time of purchase. The reduction percentage under this part shall equal five (5) times the amount by which T exceeds 3.52%, that is [5 x (T- 3.52%)].

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

By: _____
Plan Fiduciary

Date: _____

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.52.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

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By: _____
Plan Fiduciary

Date: _____



OUR PRIVACY PROMISE

- We do not sell information about you.
- We do not share your information with anyone else for their marketing purposes.
- We use your personal information only to help maintain and grow the relationship you have with us.

Privacy Notice to All

Whether you are a customer, prospective customer, business partner, job applicant, a visitor to a Pacific Life office, or an attendee at a Pacific Life hosted or sponsored event, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with your consent from you, one of our customers, an organization with whom we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

- Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);
- Information we get with your consent from other third party sources such as credit reporting agencies, information to verify employment or income;
- Information about your relationship and history with us;
- Medical or health information you permit us to receive from doctors or other health care providers;
- Information on your interactions with our websites

Pacific Life will provide you an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

How Do We Use and Disclose Your Information?

We may share information within our corporate family to service and grow the relationship we have with you. Additionally, we may provide information to individuals and entities with whom you authorize us to share such information. If necessary, we disclose information when it is required by law, for example, a filing to the Internal Revenue Service (such as Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud, including reports to regulatory or law enforcement agencies. We do not share medical or health information among our family of companies or with unrelated companies, except as needed to maintain and process your transactions.

Pacific Life may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose or as you authorize, we require the recipient to keep that personal information confidential and not use it for any purpose except performing the service. Categories of third parties that may be given access to your personal information will depend upon your unique relationship with us. Examples of these categories include:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third party administrators
- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

How Do We Protect the Security of Your Information?

We have policies that maintain the physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to your personal information is limited to those who need to know it to help service our relationship with you. Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service and grow the business relationship you have with us. You do not need to “opt-out” or “opt-in” as you may have done with other financial companies because we do not sell your information.

You May Request Your Information

You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive and confirm your request.

All requests must provide sufficient information to allow us to reasonably verify your identity. We require a signed authorization form providing specific personal information that we should have on file for you. To verify your identity, we will compare the information provided to the information we have on file. Your name, address, and relationship with Pacific Life are mandatory data elements and will be used in combination with other information such as your policy/contract/account number, date of birth, social security number and email address. You do not need to create an account to request your information; request forms are available for [download](#) on www.pacificlife.com.

You may choose to authorize an agent to make a request on your behalf. In addition to submitting a request form, an agent must also supply one of the following documents:

- Court document showing authority to act on your behalf; or
- Copy of agreement/other document granting them authority to make requests on your behalf. (Subject to additional verification by Pacific Life Insurance Company)

For more information about submitting a request, please use one of the following methods:

- Call us at 877-722-7848, or
- Visit <https://www.pacificlife.com/home/privacy-and-other-policies/your-personal-information.html>

Confidentiality Practices for Victims of Domestic Violence or Abuse

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual’s address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with “2L”, please call 844-276-0193 from 9:00AM-8:00PM ET
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT

- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT
- For Pensions or Institutional Clients, please call 800-800-9534, from 6:00AM – 5:00PM PT

Pacific Life, as referred to in this notice, means Pacific Life Insurance Company and its affiliates and subsidiaries, including, but not limited to, Pacific Life & Annuity Company, and Pacific Select Distributors, LLC.

Residents of California

The information below supplements Our Privacy Promise and applies to residents of the State of California. The California Consumer Privacy Act of 2018 (CCPA) defines categories of personal information as the following:

Information Categories and Examples	
<u>Personal Identity, Financial, and Personal Health</u> <ul style="list-style-type: none"> • Name • Alias • Address • Signature • Driver's license • Email address • Social Security number • Medical information • Health insurance information 	<u>Commercial Information</u> <ul style="list-style-type: none"> • Personal property • Products or service purchased
<u>Protected Classification Characteristics</u> <ul style="list-style-type: none"> • Race • Ancestry • Citizenship • Marital status • Medical condition • Physical or mental disability • Sex (including gender, gender identity) 	<u>Biometric Information</u> <ul style="list-style-type: none"> • Genetic characteristics • Physiological characteristics • Biological characteristics
	<u>Internet or Other Similar Network Activity</u> <ul style="list-style-type: none"> • Information on your interaction with our websites
	<u>Sensory Data - Audio, Electronic, Visual, Thermal, Olfactory or similar information</u> <ul style="list-style-type: none"> • Voice & Video Recordings • Photographs
	<u>Professional or Employment-Related Information</u> <ul style="list-style-type: none"> • Current or past job history
	<u>Inferences Drawn from Personal Information</u> <ul style="list-style-type: none"> • Profile created by analyzing information provided (for example, underwriting analysis)

Pacific Life obtains the categories of personal information listed above from the following categories of sources:

- Directly from you or someone on your behalf
- Healthcare professional or firm
- Financial service professional or firm
- Publicly available records
- Family member, dependent or beneficiary
- Other third parties (e.g., consumer reporting agency, credit reporting agency, staffing agency, companies that provide services to us)
- Analytical technology (e.g., internet usage, cookies, or automated underwriting technology)

Pacific Life may disclose all categories of personal information as necessary or appropriate with the following categories of third parties:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third party administrators

Pacific Life may disclose Personal Identity, Financial, and Personal Health and Protected Classification Characteristics information as necessary or appropriate with the following categories of third parties

- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

You may request Pacific Life to delete personal information that we have collected and retained. Once we receive and confirm the request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We will not discriminate against you for exercising any of your rights. Please see **You May Request Your Information** section above for more information on how to submit a deletion request.

Please be aware that certain legal and regulatory requirements require us to retain your personal information for a specific period of time which may impact our ability to process your deletion request. If your policy/contract is currently in force, we are unable to process a deletion request as the information is required to service our relationship with you. If your policy/contract is not in force, we must retain the information for a period of time after the termination or application denial date of the policy/contract.

Updated 07/01/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: MASTER AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR
CRITERIA ARCHITECT – WORK AUTHORIZATIONS

BACKGROUND INFORMATION:

On June 22, 2023, the Board approved the Master Agreement with Davy Architecture, Inc. for professional services to develop design criteria for SYMS (modernization) and the Beyer Community Center in the maximum amount of \$850,000 and authorized the Superintendent and Chief Business Official to approve and execute work authorizations for tasks under this Master Agreement. Each task assigned under this Master Agreement will be submitted to the Governing Board for ratification at the next regularly scheduled board meeting. Costs are determined by task.

- Work Authorization No. 1 - Maximum cost \$37,500.00 (General)
- Work Authorization No. 2 – Maximum cost \$20,500.00 (SYMS)

RECOMMENDATION:

Approve/Ratify the Master Agreement with Davy Architecture, Inc. Work Authorizations No. 1 and No. 2 to provide services to develop design criteria for the San Ysidro Middle School Modernization and Beyer Community Center Projects in the amount of \$58,000.00 from the General Obligation Bond and/or other funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$58,000.00

(Amount)

General Obligation and other funding sources

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Work Authorization (WA) Form

Firm	DAVY ARCHITECTURE, INC.	WA#	1
Attn:	Eric Davy	Contract #	2305-01jmb
Requestor	Dr. Jose Iniguez	Date Requested	June 28, 2023
Due By	60 days from final signature	Deliverables (Y/N)	Y

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
<p>Task 1: Create a District Standard for Facilities similar to the sample for a previous district in San Diego as identified. Deliverable to be a MSWord document, nicely formatted for printing with Table of Contents and district logo, generally following the CSI numbering for ease of reference/use. This document is not intended as a “specification”, but more of a design standard and guide. It will be project neutral and is intended to be the base upon which we create the design/build criteria for each project, as well as ongoing maintenance work. To include a full day of interviews, all necessary research for products and methods. May include a day of site visits to view conditions desired or not desired, and to see the district aesthetic. To include limited assistance from consultants.</p> <p>Schedule: First Maintenance team meeting no later than 2 weeks from signature. Final draft no later than 50 days from final signature. Final document no later than 10 working days from receipt of district markup.</p>	See Schedule.
<p>Task 2: Confirm general costing for planning purposes from project planned costs as provided. Intent is to confirm our “planning” cost per S.F. and get recommendations on current and trending escalation.</p> <p>Anticipate one online meeting to discuss scope, then a deliverable of confirmation or markup of cost info provided, assistance with escalation rates, and any recommendations for going forward.</p> <p>Schedule: Intake meeting within 2 weeks or less from final signature. Draft report within 2 weeks from intake. Review of markup if any and final report within 10 working days from district markup/questions.</p>	See Schedule

Cost/Payment Schedule	
Task	Authorized Cost
Task 1: District Standard: Lump Sum, Fixed Fee: 50% at first draft, balance upon finalization.	FF \$30,000
Task 2: Cost Support – Hourly No more than 50% of this value invoiced until final report complete.	NTE \$2,500
Owner Controlled Contingency in case of additional interviews, or unanticipated level of involvement of consultants (must be authorized in advance):	NTE \$5,000

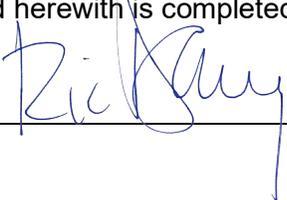
TOTAL MAXIMUM COST THIS WA: \$37,500

Request Details
See above.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01jmb for DESIGN/BUILD CRITERIA ARCHITECT consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:

Agreement to Perform by:  (signature)

Date: 7/03/2023

Print Name: Ric Davy, NCARB /Title: Senior Principal Architect / CEO

District:

Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____ /Title: _____

Work Authorization (WA) Form

Firm	DAVY ARCHITECTURE, INC.	WA#	2
Aftn:	Eric Davy	Contract #	2305-01jmb
Requestor	Dr. Jose Iniguez	Date Requested	July 10, 2023
Due By	60 days from final signature	Deliverables (Y/N)	Y

TASKS/DELIVERABLES

Tasks Required/Deliverables	Due Dates
<p>San Ysidro Middle School – Design/Build Criteria Site Analysis and Pre-Design Cost: Initial Goal of this first effort is to end with a list of all items that the team believes may end up in the final project scope, along with pre-design opinions of cost for decision-making. Project goal is to provide the students with a refreshed, attractive campus/learning environment, while addressing high-priority issues.</p> <p>Task 1: Identify a list of known or suspected work scope. Task includes a review of available as-builts, geotechnical reports or other items that may be available, a comprehensive site walk and interviews with Maintenance staff and the Asst. Supt. Dr. Iniguez. Visually reviewing all that can be viewed, including roofs and other systems and components. Include budget placeholder line item(s) related to budget for curb appeal and refresh. The resulting list deliverable, possible in Excel or similar format, will identify areas, buildings and systems viewed, what was seen, and items that require, consultant support, licensed contractor for system testing or destructive testing, or further analysis. Provide initial advice on the multi-purpose building and the 50% of cost repair/replace code. Provide report to District.</p>	<p>Start: Upon final signature. Site walk within 5 working days Deliverable Due: 1.5 weeks from site walk</p>
<p>Task 2: Meet with District and obtain direction based on Task 1. Create a plan to address further analysis. Provide and direct services of targeted consultants based on the initial site walk and the District's direction on limits of scope for further analysis. Update the scope list form Task 1 to include the basic results of the deeper analysis along with a proposed priority of each item based on a list mutually created such as: Fire/Life Safety, Likely Failure, Site Security, etc. and provide to District.</p>	<p>Start: within 1 week from list delivery Deliverable Due: 30 days from meeting</p>

WA#2: Davy Architecture: San Ysidro Middle School – Design/Build Criteria

TASKS/DELIVERABLES	
Tasks Required/Deliverables	Due Dates
Task 3: Meet with District and obtain direction on the annotated scope list and send to a cost consultant for a pre-design opinion of cost. Deliver report to District including a meeting to discuss and plan next steps. Provide final advice on the 50% of cost rule site-wide, particularly the multi-purpose building.	Start: within 1 week from Task 2 Deliverable Due: 1 week from meeting

Cost/Payment Schedule	
Task	Authorized Cost
Task 1: Fixed Fee	\$6,700
Task 2: Not-to-exceed	\$4,500
Task 3: Not-to-exceed	\$4,300
Owner Controlled Contingency in case of additional interviews, or additional scope needed that is currently unforeseen to complete this effort. Must be authorized in writing in advance.	\$5,000

TOTAL AUTHORIZED COST \$20,500

Request Details
See above. It is understood that exact time and scope may change and the not-to-exceed fees above may require written modification as a signed revision to this Work Authorization.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 for DESIGN/BUILD CRITERIA ARCHITECT consulting services.

The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
 Agreement to Perform by:  (signature)
 Date: 7.24.23
 Print Name: KURT C. HUNKER. / Title: CHIEF DESIGN OFFICER

District:
 Authorized to Proceed by: _____ (signature)
 Date: _____
 Print Name: Marilyn Adrianzen / Title: Chief Business Official

Board Ratified: 08-10-23

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH
AMN ALLIED SERVICES, INC. FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:

AMN Allied Services, LLC a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost Implications:

SLP: \$91.05 per hour

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contract with AMN Allied Services, LLC for the school year 2023-2024, to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

To be determined
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2023-2024

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

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

2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: TERM	1
SECTION 2: CONTRACT DOCUMENTS	1
SECTION 3: SERVICES PROVIDED TO PUPILS	1
3.1 Individual Services Agreement.....	1
3.2 Interim Written Approval.....	1
3.3 Services to be Provided Under ISA or Interim Written Approval.....	1
3.4 Modifications to IEP/IFSP.....	2
3.5 Assessments and Evaluations	2
3.6 Transportation	2
3.7 Behavioral Intervention.....	2
3.8 Pupil Discipline	3
3.9 COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT	3
4.1 LEA Oversight	3
4.2 Annual Visit	3
4.3 Unannounced Visits	4
4.4 Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION	4
SECTION 6: PERSONNEL	4
6.1 Required Credentials, License and/or Other Qualifications	4
6.2 Verification of Credentials	5
6.3 Training	5
6.4 Staff to Pupil Ratios.....	5
6.5 Fingerprinting and Tuberculosis Testing	5
6.6 Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION	5
SECTION 8: BILLING AND PAYMENT	5
8.1 Invoices	5
8.2 Late Invoices	5
8.3 Payment	6
8.4 Late Payment	6
8.5 Right to Withhold.....	6
8.6 Calculation of Withholding.....	6
8.7 Opportunity to Cure	7
8.8 Services Provided Following Expiration of the Master Contract.....	7
8.9 Medi-Cal Reimbursement.....	7

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

2023-2024

SECTION 9: RECORDKEEPING AND REPORTING	7
9.1 Access to Pupil Records	7
9.2 Pupil Data Reporting	7
9.3 Pupil Injury Reporting	7
9.4 Annual Reporting.....	7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment.....	8
9.6 CONTRACTOR Reporting.....	8
9.7 Fiscal Records.....	8
9.8 Audit Exceptions.....	8
9.9 Confidentiality of Records	8
SECTION 10: MODIFICATIONS/AMENDMENTS	8
SECTION 11: TERMINATION	9
SECTION 12: RENEWAL.....	9
SECTION 13: COMPLIANCE WITH LAW	10
SECTION 14: NON-DISCRIMINATION STATEMENT	10
SECTION 15: INDEPENDENT CONTRACTOR STATUS	10
SECTION 16: STANDARD OF PERFORMANCE.....	10
SECTION 17: SUBCONTRACT AN ASSIGNMENT	10
SECTION 18: INDEMNIFICATION.....	10
SECTION 19: INSURANCE	11
SECTION 20: ENTIRE AGREEMENT	11
SECTION 21: SEVERABILITY.....	11
SECTION 22: VENUE AND GOVERNING LAW.....	12
SECTION 23: ELECTRONIC SIGNATURES.....	12
SECTION 24: NOTICES	12
SECTION 25: DISPUTE RESOLUTION.....	13
SECTION 26: SIGNATURES	14

San Diego County Nonpublic Master Contract Main Document

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and AMN Allied Services, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2023-2024

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2023-2024

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2023-2024

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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

2023-2024

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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

2023-2024

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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

2023-2024

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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

2023-2024

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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

2023-2024

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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

2023-2024

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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

2023-2024

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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

2023-2024

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2023-2024

Notices to the LEA:

San Ysidro School District
Name/Title

Marilyn Adrianzen, Chief Business Official
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428 - 4476
Phone

()
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

AMN Allied Services, LLC
Name/Title

Patrick O'Connor
Nonpublic

1240 High Bluff Drive, Suite 100
Address

San Diego CA 92130
City State Zip

(281) 725 - 1808
Phone

()
Facsimile

patrick.oconnor@amnhealthcare.com
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2023-2024

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on August 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Patrick O'Connor

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

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

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: FINANCIAL	
4.1 Full-Time Equivalency Basis	3
4.2 Rate Schedule for Contract Year	3
SECTION 5: APPROVALS	
Signature Page	6

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

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

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

Patrick O'Conner
(Type) Name and Title

DATE: _____

LEA
Local Educational Agency

Authorized Representative Signature

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

DATE: _____

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH
MAXIM HEALTHCARE STAFFING SERVICES

BACKGROUND INFORMATION:

Maxim Healthcare Staffing Services, a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: LVN: \$49.38 per hour
RN: \$62.09 per hour
Health Aide/CNA: \$32.33 per hour
SLP: \$91.93 per hour
SLPA: \$67.91 per hour
Psychological Services: \$91.93 per hour
Behavior Intervention Services Aide: \$30.00 per hour
Registered Behavior Technician: \$50.00 per hour

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contract with Maxim Healthcare Staffing Services for the 2023-2024 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Action # 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

To be determined
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2023-2024

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

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

2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: TERM	1
SECTION 2: CONTRACT DOCUMENTS	1
SECTION 3: SERVICES PROVIDED TO PUPILS	1
3.1 Individual Services Agreement.....	1
3.2 Interim Written Approval.....	1
3.3 Services to be Provided Under ISA or Interim Written Approval.....	1
3.4 Modifications to IEP/IFSP.....	2
3.5 Assessments and Evaluations	2
3.6 Transportation	2
3.7 Behavioral Intervention.....	2
3.8 Pupil Discipline	3
3.9 COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT	3
4.1 LEA Oversight	3
4.2 Annual Visit	3
4.3 Unannounced Visits	4
4.4 Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION	4
SECTION 6: PERSONNEL	4
6.1 Required Credentials, License and/or Other Qualifications	4
6.2 Verification of Credentials	5
6.3 Training	5
6.4 Staff to Pupil Ratios.....	5
6.5 Fingerprinting and Tuberculosis Testing	5
6.6 Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION	5
SECTION 8: BILLING AND PAYMENT	5
8.1 Invoices	5
8.2 Late Invoices	5
8.3 Payment	6
8.4 Late Payment	6
8.5 Right to Withhold.....	6
8.6 Calculation of Withholding.....	6
8.7 Opportunity to Cure	7
8.8 Services Provided Following Expiration of the Master Contract.....	7
8.9 Medi-Cal Reimbursement.....	7

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

2023-2024

SECTION 9: RECORDKEEPING AND REPORTING	7
9.1 Access to Pupil Records	7
9.2 Pupil Data Reporting	7
9.3 Pupil Injury Reporting	7
9.4 Annual Reporting.....	7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment.....	8
9.6 CONTRACTOR Reporting.....	8
9.7 Fiscal Records.....	8
9.8 Audit Exceptions.....	8
9.9 Confidentiality of Records	8
SECTION 10: MODIFICATIONS/AMENDMENTS	8
SECTION 11: TERMINATION	9
SECTION 12: RENEWAL.....	9
SECTION 13: COMPLIANCE WITH LAW	10
SECTION 14: NON-DISCRIMINATION STATEMENT.....	10
SECTION 15: INDEPENDENT CONTRACTOR STATUS	10
SECTION 16: STANDARD OF PERFORMANCE.....	10
SECTION 17: SUBCONTRACT AN ASSIGNMENT	10
SECTION 18: INDEMNIFICATION.....	10
SECTION 19: INSURANCE	11
SECTION 20: ENTIRE AGREEMENT.....	11
SECTION 21: SEVERABILITY.....	11
SECTION 22: VENUE AND GOVERNING LAW.....	12
SECTION 23: ELECTRONIC SIGNATURES.....	12
SECTION 24: NOTICES	12
SECTION 25: DISPUTE RESOLUTION.....	13
SECTION 26: SIGNATURES	14

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

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Maxim Healthcare Staffing Services, Inc. ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2023-2024

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2023-2024

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2023-2024

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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

2023-2024

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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

2023-2024

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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

2023-2024

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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

2023-2024

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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

2023-2024

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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

2023-2024

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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

2023-2024

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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

2023-2024

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2023-2024

Notices to the LEA:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR:

Vivian Turnquest, Assistant Controller
Name/Title

Maxim Healthcare Staffing Services, Inc.
Nonpublic

7227 Lee Deforest Drive
Address

Columbia MD 21046
City State Zip

(410) 910-9238
Phone

()
Facsimile

viturnqu@maximstaffing.com
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2023-2024

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Vivian Turnquest, Assistant Controller

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

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

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: FINANCIAL	
4.1 Full-Time Equivalency Basis	3
4.2 Rate Schedule for Contract Year	3
SECTION 5: APPROVALS	
Signature Page	6

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Maxim Healthcare Staffing Services, Inc.

CONTRACTOR NPA ID NUMBER: 9902253

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u>91.93</u>	<u>hr</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>67.91</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>49.38</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>62.09</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>49.38</u>	<u>hr</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>62.09</u>	<u>hr</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>32.33</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Classified (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>

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

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	91.93	hr
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)	30.00	hr
Behavior Intervention Services (535) – BII (RBT)	50.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

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

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Vivian Turnquest, Assistant Controller
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SOLIANT HEALTH FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:

Soliant Health a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLPA), and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost implications: \$80.00/hr x 8hrs/wk

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contract with Soliant Health for the school year 2023-2024, to provide speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

To be determined

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2023-2024

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

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

2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: TERM	1
SECTION 2: CONTRACT DOCUMENTS	1
SECTION 3: SERVICES PROVIDED TO PUPILS	1
3.1 Individual Services Agreement.....	1
3.2 Interim Written Approval.....	1
3.3 Services to be Provided Under ISA or Interim Written Approval.....	1
3.4 Modifications to IEP/IFSP.....	2
3.5 Assessments and Evaluations	2
3.6 Transportation	2
3.7 Behavioral Intervention.....	2
3.8 Pupil Discipline	3
3.9 COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT	3
4.1 LEA Oversight	3
4.2 Annual Visit	3
4.3 Unannounced Visits	4
4.4 Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION	4
SECTION 6: PERSONNEL	4
6.1 Required Credentials, License and/or Other Qualifications	4
6.2 Verification of Credentials	5
6.3 Training	5
6.4 Staff to Pupil Ratios.....	5
6.5 Fingerprinting and Tuberculosis Testing	5
6.6 Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION	5
SECTION 8: BILLING AND PAYMENT	5
8.1 Invoices	5
8.2 Late Invoices	5
8.3 Payment	6
8.4 Late Payment	6
8.5 Right to Withhold.....	6
8.6 Calculation of Withholding.....	6
8.7 Opportunity to Cure	7
8.8 Services Provided Following Expiration of the Master Contract.....	7
8.9 Medi-Cal Reimbursement.....	7

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

2023-2024

SECTION 9: RECORDKEEPING AND REPORTING	7
9.1 Access to Pupil Records	7
9.2 Pupil Data Reporting	7
9.3 Pupil Injury Reporting	7
9.4 Annual Reporting.....	7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment.....	8
9.6 CONTRACTOR Reporting.....	8
9.7 Fiscal Records.....	8
9.8 Audit Exceptions.....	8
9.9 Confidentiality of Records	8
SECTION 10: MODIFICATIONS/AMENDMENTS	8
SECTION 11: TERMINATION	9
SECTION 12: RENEWAL.....	9
SECTION 13: COMPLIANCE WITH LAW	10
SECTION 14: NON-DISCRIMINATION STATEMENT.....	10
SECTION 15: INDEPENDENT CONTRACTOR STATUS	10
SECTION 16: STANDARD OF PERFORMANCE.....	10
SECTION 17: SUBCONTRACT AN ASSIGNMENT	10
SECTION 18: INDEMNIFICATION.....	10
SECTION 19: INSURANCE	11
SECTION 20: ENTIRE AGREEMENT.....	11
SECTION 21: SEVERABILITY.....	11
SECTION 22: VENUE AND GOVERNING LAW.....	12
SECTION 23: ELECTRONIC SIGNATURES.....	12
SECTION 24: NOTICES	12
SECTION 25: DISPUTE RESOLUTION.....	13
SECTION 26: SIGNATURES	14

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

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Soliant Health ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2023-2024

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2023-2024

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2023-2024

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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

2023-2024

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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

2023-2024

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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

2023-2024

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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

2023-2024

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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

2023-2024

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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

2023-2024

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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

2023-2024

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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

2023-2024

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2023-2024

Notices to the LEA:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428 - 4476
Phone

()
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Khannan Teyf
Name/Title

Soliant Health
Nonpublic

344 E H Street
Address

Chula Vista CA 91910
City State Zip

(770) 325 - 0316
Phone

()
Facsimile

khannan.teyf@soliant.com
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2023-2024

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Khannan Teyf

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

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

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: FINANCIAL	
4.1 Full-Time Equivalency Basis	3
4.2 Rate Schedule for Contract Year	3
SECTION 5: APPROVALS	
Signature Page	6

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Soliant Health

CONTRACTOR NPA ID NUMBER: 9900057

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$80.00</u>	<u>hourly</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>

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

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

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

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

NOTES: _____

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

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: _____

Khannan Teyf
(Type) Name and Title



LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH
STEIN EDUCATION CENTER

BACKGROUND INFORMATION:

California's NonPublic Schools (NPS) are specialized schools that provide services to public school students with disabilities. [EC Section 56034](#) defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

The Nonpublic Master Contract Appendix A and Individual Services agreement needed the fees for one student to be revised. All other terms and conditions remain the same.

RECOMMENDATION:

Approve/Ratify the revised San Diego County Nonpublic Master Contract with Stein Education Center for school year 2023-2024. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Student Achievement Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$198,486.40

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-2024
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)	
.....	1
SECTION 2: EDUCATIONAL PROGRAM	
2.1 Admission/Enrollment Procedure	1
2.2 General Program of Instruction	1
a. Transcripts.....	2
b. Foster Youth.....	2
2.3 Supplies and Equipment	2
2.4 Calendar	2
2.5 Creditable Days of Attendance/Instructional Minutes.....	3
2.6 Parent Visits	3
2.7 Assessments	3
a. State Mandated Testing	3
2.8 Staff Absences	3
2.9 Monitoring.....	3
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	4
a. Facilities	4
b. Fire Drills	4
c. Earthquake Procedures	4
3.2 Attendance	4
a. Absences.....	4
b. Change of Pupil's District of Residence	5
c. Parent Withdrawal of Pupil	5
d. Make-up Days/Saturday School.....	5
e. Medication	5
f. Medical	5
SECTION 4: FINANCIAL	
4.1 Rate Schedule for Contract Year	6
a. General Program Tuition Rate.....	6
1) Inclusive Education Program.....	6
2) Related Services	6
SECTION 5: APPROVALS	
Signature Page	9

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: _____

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>25.86</u>	<u>hourly</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - Licensed SLP-A</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Aide</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	<u>26.29</u>	<u>hourly</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Assistive Technology Services - Classified (445)	25.15	hourly
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: van driver=\$26.76/trip, each additional aide - \$26.76 + mileage, bus aide rate = \$27.86

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2023-2024

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title

LEA Board Approval

DATE: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: M F Grade: 8th
 (Last) (First) (M.I.)

Address ~~8236 Calle Dorado XXXXX~~ City ~~San Diego~~ State/Zip ~~CA 92154~~

DOB ~~XX/XX/XXXX~~ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian ~~Maria Gomez~~ Phone ~~(619) 424-3122~~ (_____) _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
 _____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
40 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 315.34
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 220 **x Daily Rate** 315.34 = **PROJECTED BASIC EDUCATION COSTS (A)** 69374.80

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		per IEP	25.86/hr 135.77/day	220	29868.40
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		X	per IEP		INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design		X			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation		X			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy							
Other Services (900) Vision Therapy							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Service (900)							
Transportation-Emergency		X					
Bus Passes		X			23.00/mo		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ 29,868.40

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Stein Education Center
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Chayo Chavez, M.S., Director of Education Program
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH THE INSTITUTE FOR EFFECTIVE EDUCATION

BACKGROUND INFORMATION:

California's NonPublic Schools (NPS) are specialized schools that provide services to public school students with disabilities. [EC Section 56034](#) defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

In order to be in compliance with State and Federal Regulations, administration requests the approval of NPS master contracts with The Institute for Effective Education for the 2023-2024 school year.

- Children's Workshop

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contracts with The Institute for Effective Education for school year 2023-2024 to provide individualized education for students with exceptional needs. Cost implications of \$108,864.00 will be paid from the Special Education fund..

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

PROJECTED
\$108,864.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2023-2024

San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2023-2024

TABLE OF CONTENTS

MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

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

2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: TERM	1
SECTION 2: CONTRACT DOCUMENTS	1
SECTION 3: SERVICES PROVIDED TO PUPILS	1
3.1 Individual Services Agreement.....	1
3.2 Interim Written Approval.....	1
3.3 Services to be Provided Under ISA or Interim Written Approval.....	1
3.4 Modifications to IEP/IFSP.....	2
3.5 Assessments and Evaluations	2
3.6 Transportation	2
3.7 Behavioral Intervention.....	2
3.8 Pupil Discipline	3
3.9 COVID-19 Quarantine of Pupils	3
SECTION 4: LEA OVERSIGHT	3
4.1 LEA Oversight	3
4.2 Annual Visit	3
4.3 Unannounced Visits	4
4.4 Evaluation of Pupil Progress	4
SECTION 5: NONPUBLIC CERTIFICATION	4
SECTION 6: PERSONNEL	4
6.1 Required Credentials, License and/or Other Qualifications	4
6.2 Verification of Credentials	5
6.3 Training	5
6.4 Staff to Pupil Ratios.....	5
6.5 Fingerprinting and Tuberculosis Testing	5
6.6 Acknowledgment of Mandated Reporter Obligations	5
SECTION 7: COMPENSATION	5
SECTION 8: BILLING AND PAYMENT	5
8.1 Invoices	5
8.2 Late Invoices	5
8.3 Payment	6
8.4 Late Payment	6
8.5 Right to Withhold.....	6
8.6 Calculation of Withholding.....	6
8.7 Opportunity to Cure	7
8.8 Services Provided Following Expiration of the Master Contract.....	7
8.9 Medi-Cal Reimbursement.....	7

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

2023-2024

SECTION 9: RECORDKEEPING AND REPORTING	7
9.1 Access to Pupil Records	7
9.2 Pupil Data Reporting	7
9.3 Pupil Injury Reporting	7
9.4 Annual Reporting.....	7
9.5 Transfer of Pupil Records Upon School Closure or Disenrollment.....	8
9.6 CONTRACTOR Reporting.....	8
9.7 Fiscal Records.....	8
9.8 Audit Exceptions.....	8
9.9 Confidentiality of Records	8
SECTION 10: MODIFICATIONS/AMENDMENTS	8
SECTION 11: TERMINATION	9
SECTION 12: RENEWAL.....	9
SECTION 13: COMPLIANCE WITH LAW	10
SECTION 14: NON-DISCRIMINATION STATEMENT.....	10
SECTION 15: INDEPENDENT CONTRACTOR STATUS	10
SECTION 16: STANDARD OF PERFORMANCE.....	10
SECTION 17: SUBCONTRACT AN ASSIGNMENT	10
SECTION 18: INDEMNIFICATION.....	10
SECTION 19: INSURANCE	11
SECTION 20: ENTIRE AGREEMENT.....	11
SECTION 21: SEVERABILITY.....	11
SECTION 22: VENUE AND GOVERNING LAW.....	12
SECTION 23: ELECTRONIC SIGNATURES.....	12
SECTION 24: NOTICES	12
SECTION 25: DISPUTE RESOLUTION.....	13
SECTION 26: SIGNATURES	14

San Diego County Nonpublic Master Contract Main Document

2023-2024

This contract ("Master Contract") is entered into by and between SanYsidro School District ("LEA") and The Institute for Effective Education - Children's Workshop ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2023-2024

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2023-2024

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2023-2024

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

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

2023-2024

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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

2023-2024

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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

2023-2024

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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

2023-2024

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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

2023-2024

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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

2023-2024

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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

2023-2024

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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

2023-2024

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2023-2024

Notices to the LEA:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428 - 4476 ext 3004
Phone

(619) 428 - 9355
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR:

Hillary Whiteside, Executive Director
Name/Title

The Institute for Effective Education - Children's Workshop
Nonpublic

9524 Kearny Villa Road
Address

San Diego CA 92126
City State Zip

(619) 243 - 1653
Phone

()
Facsimile

hwhiteside@tiee.org
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2023-2024

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Hillary Whiteside, Executive Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: San Ysidro School District

Nonpublic: The Institute for Effective Education (Children's Workshop)

2023-2024
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Index of Provisions

Contract Section	Page Number
SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)	
.....	1
SECTION 2: EDUCATIONAL PROGRAM	
2.1 Admission/Enrollment Procedure	1
2.2 General Program of Instruction	1
a. Transcripts.....	2
b. Foster Youth.....	2
2.3 Supplies and Equipment	2
2.4 Calendar	2
2.5 Creditable Days of Attendance/Instructional Minutes.....	3
2.6 Parent Visits	3
2.7 Assessments	3
a. State Mandated Testing	3
2.8 Staff Absences	3
2.9 Monitoring.....	3
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	4
a. Facilities	4
b. Fire Drills	4
c. Earthquake Procedures	4
3.2 Attendance	4
a. Absences.....	4
b. Change of Pupil's District of Residence	5
c. Parent Withdrawal of Pupil	5
d. Make-up Days/Saturday School.....	5
e. Medication	5
f. Medical	5
SECTION 4: FINANCIAL	
4.1 Rate Schedule for Contract Year	6
a. General Program Tuition Rate.....	6
1) Inclusive Education Program.....	6
2) Related Services	6
SECTION 5: APPROVALS	
Signature Page	9

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Children's Workshop)

The CONTRACTOR NPS ID NUMBER: 37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:08

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: 383.20

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>135.20</u>	<u>hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2023-2024

Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2023-2024

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Hillary Whiteside, Executive Director
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School The Institute for Effective Education (Children's Workshop)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428 -- 4476

Pupil Name _____ Sex: M F Grade: 3rd
 (Last) (First) (M.I.)

Address ~~XXXXXXXXXXXX~~ City ~~SAN DIEGO~~ State/Zip 92154

DOB ~~XXXXXX~~ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian ~~XXXXXXXXXX~~ Phone (619) ~~XXXXXXXX~~ (_____) _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 300 during the regular school year
300 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 383.20
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 210 **x Daily Rate** 383.20 = **PROJECTED BASIC EDUCATION COSTS (A)** \$80,472

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		X		per IEP	135.20/hr	210 days	\$28,392
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design		X			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation		X			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy							
Other Services (900) Vision Therapy							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2023-2024

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Service (900)							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ 28,392

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

The Institute for Effective Education (Children's Workshop)
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Hillary Whiteside, Executive Director
(Name and Title)

Marilyn Adrianzen, Business Chief Official
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY AND THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - TRANSPORTATION SERVICES FOR FOSTER YOUTH

BACKGROUND INFORMATION:

On February 9, 2017, the San Diego County Superintendent of Schools along with many stakeholders entered into an Interagency Agreement to provide educational support to students in foster care and to mitigate academic obstacles faced by children and youth in foster care that are hampered by unclear lines of responsibility, accountability, and unshared or incomplete information.

The County of San Diego by and through its Health and Human Services Agency (HHSA) has agreed to provide funding for additional costs incurred in providing transportation services to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan.

The District would like to renew the agreement to continue providing transportation services to support Foster Youth enrolled in our school district. The Amendment is to extend the term of the MOU to September 30, 2023.

RECOMMENDATION:

Approve/Ratify the amendment to extend the term of the Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Superintendent of Schools for transportation services to support Foster Youth on an “as needed” basis up to September 30, 2023. Any costs incurred by the District will be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2: Safety, Climate and Student Engagement

Action 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

As needed
(Amount)

Supplemental & Concentration
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



MEMORANDUM OF AGREEMENT NUMBER 7367
AMENDMENT NUMBER 01

This is the first Amendment to the Memorandum of Agreement made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Child Welfare Services (CWS), the San Diego County Superintendent of Schools (SDCSS), and San Diego County Districts/Local Education Agencies (SDC LEAs). The parties to this agreement may be referred to herein collectively as the “parties” or individually as a “party”.

The parties entered into the Memorandum of Agreement (MOA) on July 1, 2019. This first Amendment is to extend the term of the MOA and update the agreement’s associated active contract number. The parties agree as follows:

- 1) Paragraph 17 of the MOA is hereby amended to read in its entirety as follows:

Term: This agreement shall be effective as of July 1, 2019, and shall terminate on **September 30, 2023**.

- 2) Paragraph 2.1.1 of the MOA is hereby amended to read in its entirety as follows:

County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per associated contracts 525896 (term 07/01/2008 – 06/30/2021) and 564834 (term 07/01/2021 – 06/30/2026) between SDCSS and HHSA Child Welfare Services. The contracts and their terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.

- 3) Paragraph 2.1.3 of the MOA is hereby amended to read in its entirety as follows:

County will provide up to \$350,000 annually to SDCSS per associated contracts 525896 (term 07/01/2008 – 06/30/2021) and 564834 (term 07/01/2021 – 06/30/2026) between HHSA Child Welfare Services and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:

- 4) All other provisions of the MOA remain in full force and effect.
- 5) This first Amendment may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

Remainder of this page is intentionally left blank



County of San Diego

Dated: _____

By: _____

ERIC C. McDONALD, MD, MPH, FACEP
Interim Agency Director
Health and Human Services Agency

San Diego County Superintendent of Schools

Digitally signed by Andrienne
(Andi) Loree
Date: 2023.07.21 12:53:28 -07'00'

Dated: _____

By: Andrienne Loree, Executive Director, IBS for:
MICHAEL SIMONSON, Deputy Superintendent

EXHIBIT A – JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN YSIDRO ELEMENTARY SCHOOL
DISTRICT

Dated: _____

By: _____
(Authorized Signature)

Name (Type or Print)

Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES

BACKGROUND INFORMATION:

SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

San Ysidro School District has been receiving mental health services from SBCS since 2020 and would like to renew this MOU to continue offering these services to students, which will help with the profound impact on the mental health caused by COVID-19 and that may have lasting effects on students if left untreated.

Term: July 1, 2023 to June 30, 2024. Hourly rate: \$110.00/hr. per clinician.

RECOMMENDATION:

Approve the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2023-24 at a cost not to exceed \$500,000.00 from the Learning Recovery Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$500,000.00
(Amount)

Learning Recovery Block Grant
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services and assistance with triaging the mental health needs of students. To this end, each agency agrees to participate by coordinating/providing the following services:

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to be Provided

SBCS Corporation agrees to:

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
 - a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
3. Utilize evidenced based strategies such as the Incredible Years Curriculum ("Dinosaur School" to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
4. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
5. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
6. Provide services that can be held on-site or virtually depending on the needs of the students.
7. Oversee data gathering and reporting.
8. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
9. Participate in school and/or district meetings as required or needed.
10. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
11. Provide outreach activities at school sites as needed.
12. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to:

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
5. Participate in SBCS meetings as needed.
6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.



MEMORANDUM OF UNDERSTANDING

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2023 through 6/30/2024.

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 statutes, 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.



MEMORANDUM OF UNDERSTANDING

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 <i>Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives</i>	\$1,000,000 per occurrence
Improper Sexual Conduct	\$1,000,000 per occurrence \$2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

The total compensation paid to SBCS will not exceed \$500,000.00 for services rendered from July 1, 2023 through June 30, 2024. Clinicians will be paid at a rate of \$110.00 per hour, per clinician. Clinicians' time will be tracked by SBCS and provided to the District for invoicing.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information



MEMORANDUM OF UNDERSTANDING

The contact information listed below shall be the contact information for the notice requirements under this MOU.

For San Ysidro School District	For SBCS Corporation:
c/o: Oscar C. Madera Director of Special Education San Ysidro School District oscar.madera@syzdschools.org 619-428-4476 ext. 3057 Russell Little Assistant Superintendent San Ysidro School District russell.little@syzdschools.org	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org Rachel Pittsley Program Director 430 F Street Chula Vista, CA 91910 rpittsley@csbcs.org

IX. Locations

The services will be provided to the locations of SYSD with the actual school sites to be determined by the administration. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.



MEMORANDUM OF UNDERSTANDING

(Signatures contained on the following page)



MEMORANDUM OF UNDERSTANDING

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____

Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature: _____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

San Ysidro School District
SCHOOL SAFETY CERTIFICATION FORM

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

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors or persons in an incapacitated state.**

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

FROM:
Russell Little, Asst. Superintendent
Educational Lead & Pupil Service

Informational
 Action

AGENDA ITEM: AGREEMENT WITH POWERSCHOOL GROUP LLC

BACKGROUND INFORMATION:

PowerSchool Group LLC offers a platform that assists schools and districts to manage instruction, learning, grading, attendance, assessment, analytics, state reporting, special education, student registration, talent, finance, and HR.

PowerSchool Group will help our District to reduce Chronic Absenteeism and Increase Daily Attendance.

Term: September 1, 2023 to August 31, 2024

RECOMMENDATION:

Approve/Ratify the agreement with PowerSchool Group LLC to provide an Attendance Intervention Suite for student attendance tracking and managing services for all schools during school year 2023-24 in the amount of \$48,512.50 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #3 Student Engagement and School Climate

3.13 Continue to implement the Attendance Student Study Teams (A-SSTs) to include trauma informed support with an eye on early identification of students who are at risk for becoming chronically absent.

Goal #5 Parent Engagement

5.6 Continue to employ a Coordinator of Public Relations and Community Services to support the coordination of parent engagement, communication, and access for all families.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$48,512.50

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-802279 - 3
 Quote Expiration Date: 31-AUG-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Susan Tompkins	Customer Contact:	Russell Little
Customer Name:	San Ysidro School District	Title:	Assistant Superintendent of Educational Leadership & Pupil Services
Enrollment:	4,500	Address:	4350 Otay Mesa Road
Contract Term:	12 Months	City:	San Ysidro
Start Date:	1-SEP-2023	State/Province:	California
End Date:	31-AUG-2024	Zip Code:	92173
		Country:	United States
		Phone #:	(619) 428-4476 ext. 3027

Product Description	Quantity	Unit	Extended Price
Initial Term 1-SEP-2023 - 31-AUG-2024			
License and Subscription Fees			

PowerSchool Suite	1.00	Each	USD 32,189.40
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License and Subscription Totals: **USD 32,189.40**

PowerSchool Suite Contains: Unified Home Attend Period Attendance Customization M and S (1 Each), Unified Home One Time Discount (1 Each), Unified Home Attendance Intervention Suite Subscription (4500 Students), Unified Home Attendance Letters Subscription (4500 Students), Unified Home Attendance Letters M and S (1 Each), Unified Home Clever Integration Subscription (4500 Students)

Professional Services and Setup Fees			
PowerSchool Suite Implementation Services	1.00	Each	USD 14,490.10
Professional Services and Setup		USD 14,490.10	
Fee Totals:			

PowerSchool Suite Implementation Services	1.00	Each	USD 14,490.10
---	------	------	---------------

Professional Services and Setup **USD 14,490.10**
 Fee Totals:

PowerSchool Suite Implementation Services Contains: Unified Home Consulting (2 Hours), Unified Home Attend Period Attendance Customization (6 Hours), Unified Home Attendance Intervention Suite Deployment (1 Each), Unified Home Attendance Letters Deployment (2 Each), Unified Home Clever Integration Deployment (1 Each)

Training Services			
PowerSchool Suite Training Services	1.00	Each	USD 1,833.00
Training Services Total:		USD 1,833.00	

PowerSchool Suite Training Services	1.00	Each	USD 1,833.00
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Training Services Total: **USD 1,833.00**

PowerSchool Suite Training Services Contains: Unified Home Training Remote (6 Hours)

Subscription Period Total	
Total Discount	USD 5,292.50
Initial Term	1-SEP-2023 - 31-AUG-2024
Amount To Be Invoiced	USD 48,512.50

PowerSchool Suite 1.00 Each USD 34,208.60

Estimated Annual Ongoing Fees USD 34,208.60
Total:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

San Ysidro School District
Signature:

Printed Name: Eric Shander

Printed Name: Marilyn Adrianzen

Title: Chief Financial Officer

Title: Chief Business Official

Date: 2-AUG-2023

Date:

Sales Quote - This Is Not an Invoice Board approved: _____

Statement of Work

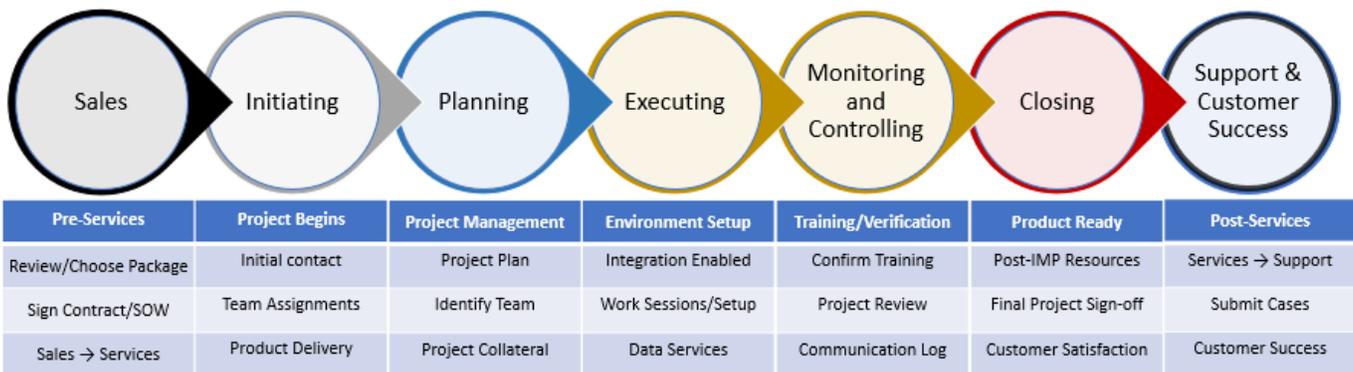
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Unified Home Attendance Suite

Statement of Work

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- UH Attendance Intervention Suite

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- If using SIS rostering via Clever or Classlink, you must have:
 - Customer SIS source system that is supported with an available Unified Home Attend SIS connector (Clever/Classlink).
 - Clever/Classlink SIS Rostering subscription.
- If not using SIS rostering via Clever/Classlink, customer must provide the necessary files in the required .csv format as defined in the Appendix.
- If using SIS, Customer approves the Application Specialist accessing SIS via Maintenance Access for duration of implementation.
- If using SIS, district must have contacts saved in PS SIS student contact table. If not, the customer must provide the necessary contact file in the required .csv format as defined in the Appendix.

Services in Scope

Initiating & Planning

PowerSchool Responsibilities

- Provision Environment
- Send welcome Email
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist
 - Professional Development Specialist
 - Customer Success Manager
- Schedule Session One: Kickoff Meeting
- Data reviewed with Client for official rollout
- Finalize and approve Project Plan

Unified Home Attendance Suite

Statement of Work

Customer Responsibilities

- Identify Customer Project Team
 - Project Lead: primary point of contact for the PowerSchool team for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
 - Professional Development Lead
 - Technical Lead: data administrator with administrative access to your SIS or student and staff data; they should also be familiar with creating data files.
- Attend Session One: Kickoff Meeting
- Finalize and approve Project Plan

Executing

PowerSchool Responsibilities

- Install and enable UH Plugin
- Conduct Session One: Kickoff Meeting
- Site Configuration based on customer provided data
 - District
 - Schools
 - Days Off
 - District Admins
 - Area Code
 - Features Purchased
 - Site Configuration Analysis
- Configure Middleware or API
- Configure (1) Postcard template
 - Two edits requests per template
 - Postcard to be sent manually
 - If automated postcards are required consulting hours are needed
- Implementation Imports
 - Implementation overview with Client
 - SIS (Data Source)
 - Configure sftp (if needed)
 - Daily Attendance
 - Attendance Codes
 - Schedules
 - Define Imports
 - Student Roster
 - Student Contact Data
 - Schedules
 - Post Import Analysis – Students and Contacts
 - Edits (if needed)
 - Post Import Analysis

Unified Home Attendance Suite

Statement of Work

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Complete Attendance Intervention Guide
- Implementation Imports
 - Implementation overview with Client
 - SIS (Data Source)
 - Configure sftp (if needed)
 - Daily Attendance
 - Attendance Codes
 - Schedules
 - Review imports
 - Student Roster
 - Student Contact Data
 - Schedules
 - Post Import Analysis – Students, Contacts, and Attendance Codes
 - Edits (if needed)
 - Client signoff
 - Post Import Analysis
 - Implementation Phase Complete

Monitoring and Controlling

PowerSchool Responsibilities

- Schedule Follow up meeting
- Client Testing updates and follow-ups as needed
- Status Updates/Follow-ups and Scheduled Periodic Calls
- Review Submitted Go Live Client Testing Checklist
- Confirm all critical cases are resolved

Customer Responsibilities

- Attend Follow-up call
- Perform final QA of system
- Approve Project closure

Unified Home Attendance Suite Statement of Work

Closing

PowerSchool Responsibilities

- Project close out call
- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Customer Education and Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey
- Complete Lessons Learned

Customer Responsibilities

- Project close out call
- Review and verify completed deliverables to finalize completion of project scope
- Review and verify Support Contact methods and understand that support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Contact Customer Education to schedule training
- Complete Customer Satisfaction Survey

Statement of Work Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Unified Home Attendance Suite

Statement of Work

Appendix

Student Contact Information File Requirements

Unified Home matches parent contact data directly to the students they are associated with in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Adult ID
- Adult First Name
- Adult Last Name
- Student Contact Flag (if applicable; optional)
- Relationship to student
- Cell Phone
- Email Address
- Language Preference

File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

Staff Messaging Data File Requirements

All data files shared with Unified Home should be in .csv format with header rows included.

Below are the required columns to integrate staff messaging:

- Staff ID Number
- Staff Member First Name
- Staff Member Last Name
- Staff Member School Assignment
- Staff Member Email Address
- Staff Member Cell Phone Number

File Format Specifications

- Share in .csv format
- Escape columns with quotations {" "} if possible

Daily Attendance Data File Requirements

Each state or district has different requirements for defining a day of absenteeism which is calculated in your SIS. All data files shared with Unified Home must be in .csv format with header rows included.

Below are the required columns to integrate daily attendance:

Unified Home Attendance Suite Statement of Work

- Student ID
- School ID
- Date of Attendance Event
- Attendance Status (Some identification of: Excused Absent, Unexcused Absent, Tardy),
- Attendance Reason (Examples: "Quarantine", "Field Trip")
- Modification Timestamp (Optional)

File Format Specifications

- Share in .csv format
- Escape columns with quotations {“ ”} if possible

Direct to Student Contact Information File Requirements

Unified Home matches student contact data directly to the students profile based on the student ID in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Student First name, Last name
- Cell Phone
- Email Address

File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

Unified Home Attend Statement of Work

Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- UH Attendance Letters

All PowerSchool services for this SOW will be performed remotely.

Prerequisites

- If using SIS rostering via Clever, you must have:
 - Customer SIS source system that is supported with an available Unified Home Attend SIS connector (Clever).
 - Clever SIS Rostering subscription.
- If not using SIS rostering via Clever, customer must provide the necessary files in the required .csv format as defined in the Appendix.
- If using SIS, district must have contacts saved in PS SIS student contact table. If not, the customer must provide the necessary contact file in the required .csv format as defined in the Appendix.
- Completed Attendance Suite implementation

Services in Scope

Initiating & Planning

PowerSchool Responsibilities

- Provision Environment
- Send Welcome Email
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist
 - Professional Development Specialist
 - Customer Success Manager
- Schedule Session One: Kickoff Meeting
- Data reviewed with Client for official rollout
- Finalize and approve Project Plan

Unified Home Attend Statement of Work

Customer Responsibilities

- Identify Customer Project Team
 - Project Lead: primary point of contact for the PowerSchool team for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
 - Professional Development Lead
 - Technical Lead: data administrator with administrative access to your SIS or student and staff data; they should also be familiar with creating data files.
- Schedule Session One: Kickoff Meeting
- Finalize and approve Project Plan

Executing

PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Letter Creation based on Customer details
 - (3) edits based on Customer feedback

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Provide Attendance information required for letters
- Provide verbiage for Letters to be created
 - Review letter
 - Provide any edits
 - Review and approve edits
 - (3) edits per letter
 - Implementation Phase Complete

Monitoring and Controlling

PowerSchool Responsibilities

- Confirm attendance letter generates as expected

Customer Responsibilities

- Approve Project closure

Unified Home Attend Statement of Work

Closing

PowerSchool Responsibilities

- Project close out call
- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey
- Complete Lessons Learned

Customer Responsibilities

- Project close out call
- Review and verify completed deliverables to finalize completion of project scope
- Review and verify Support Contact methods and understand that support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Statement of Work Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

Unified Home Attend Statement of Work

Appendix

Student Contact Information File Requirements

Unified Home matches parent contact data directly to the students they are associated with in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Adult ID
- Adult First Name
- Adult Last Name
- Student Contact Flag (if applicable; optional)
- Relationship to student
- Cell Phone
- Email Address
- Language Preference

File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

Staff Messaging Data File Requirements

All data files shared with Unified Home should be in .csv format with header rows included.

Below are the required columns to integrate staff messaging:

- Staff ID Number
- Staff Member First Name
- Staff Member Last Name
- Staff Member School Assignment
- Staff Member Email Address
- Staff Member Cell Phone Number

File Format Specifications

- Share in .csv format
- Escape columns with quotations {" "} if possible

Unified Home Attend Statement of Work

Daily Attendance Data File Requirements

Each state or district has different requirements for defining a day of absenteeism which is calculated in your SIS. All data files shared with Unified Home must be in .csv format with header rows included.

Below are the required columns to integrate daily attendance:

- Student ID
- School ID
- Date of Attendance Event
- Attendance Status (Some identification of: Excused Absent, Unexcused Absent, Tardy),
- Attendance Reason (Examples: "Quarantine", "Field Trip")
- Modification Timestamp (Optional)

File Format Specifications

- Share in .csv format
- Escape columns with quotations {“ ”} if possible

Direct to Student Contact Information File Requirements

Unified Home matches student contact data directly to the students profile based on the student ID in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Student First name, Last name
- Cell Phone
- Email Address

File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

Last Updated: February 14, 2022

EXHIBIT A

POWERSCHOOL SUPPORT POLICY AND SERVICE LEVEL AGREEMENT

1. Definitions. Capitalized terms not defined herein have the meanings assigned to them in the Main Services Agreement between Customer and PowerSchool to which this Support Policy and Service Level Agreement (the “Policies”) are attached. In addition, for purposes of these Policies, the following definitions will apply:

1.1 “Availability” has the meaning set forth in Section 5.3 (Availability Targets).

1.2 “Disaster” means an unplanned event that causes a complete loss of access to and use of the SaaS Subscription for a period greater than twenty-four (24) hours, as declared by PowerSchool.

1.3 “Downtime” means the period during which the SaaS Subscription is unavailable to all of Customer’s Users. This shall not include Downtime Exclusions, as defined further herein.

1.4 “Downtime Exclusions” means events set forth in Section 5.5 (Downtime Exclusions), pursuant to which a SaaS Subscription may not be available to Users but shall not be counted as Downtime for the purposes of calculation of the Availability percentage.

1.5 “Emergency Maintenance” means the maintenance required to be performed to protect and maintain the stability, security, and integrity of the infrastructure used to provide the SaaS Subscription.

1.6 “Errors” means a reproducible failure of Subscription Service(s) to operate in accordance with its standard Documentation, despite the proper installation and use of the Subscription Service(s) in a proper operating environment and on hardware and system software sufficient to meet PowerSchool’s then-current minimum requirements, which are subject to change as New Versions are released. User(s) mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Subscription Service(s), the Documentation, or both.

1.7 “Fix” means a patch, service pack or corrective update of Subscription Service(s) that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Subscription Service(s) in accordance with the applicable Documentation and developed by PowerSchool.

1.8 “New Products” means new products, programs or modules offered by PowerSchool and are distinguished from New Versions and Fixes. New Versions and Fixes may include New Products that provide features, functions or applications not included in the Subscription Service(s) originally licensed by Customer and for which additional license fees apply as determined by PowerSchool to access. A New Product may be usable with or in addition to the Subscription Service(s) originally licensed by Customer. New Products will be licensed to Customer in accordance with the applicable Quote under the terms of this Agreement,

1.9 “New Version” means an updated version of Subscription Service(s) issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements, and improvements to Subscription Service(s) that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current Support Services subscription to such Subscription Service(s).

1.10 “Resolution Time” means the time it takes for PowerSchool to restore access and/or functionality to the Subscription Service.

1.11 “Response” means confirmation to the Customer that the Support Service request was received and registered by PowerSchool.

1.12 “Response Time” means the time it takes before a support agent makes initial contact with the Technical Contact individual who submitted the case. (Except for Priority 0 cases logged by the Customer, response times are calculated within Standard Support Hours).

1.13 “Scheduled Maintenance” means planned downtime in or unavailability of the SaaS Subscription for scheduled maintenance, system updates and patches, and system upgrades and similar reasons. PowerSchool shall notify Customer of Scheduled Maintenance in advance.

1.14 “Support Services” has the meaning set forth in the Main Services Agreement and as

further described in Section 3.1 (Support) below that will be provided hereunder with respect to Subscription Service(s).

1.15 “Target Resolution Time” means the time, as determined by the assigned priority categorization, it takes for PowerSchool to restore access and/or functionality to the applicable Subscription Service.

1.16 “Telephone and Online Support” means telephone and online support services, available Monday through Friday, during PowerSchool’s normal business hours, exclusive of PowerSchool’s holidays, regarding Subscription Service(s).

2. Support Term; Fees. Support Services are provided as part of Customer’s purchased Subscription Service(s) listed on the Quote. Support Services with Customer’s Subscription Service(s) will continue for the duration of the Subscription Term for the applicable Subscription Service(s). Support Services for On-Premise Subscription will begin upon shipment (FOB PowerSchool’s place of shipment) of the PowerSchool Software (or, in the case of a when made available for download electronically, upon PowerSchool’s provision of the necessary licensing information to enable Customer to download the On-Premise Subscription or launch date when access to the On-Premise Subscription is provided.

3. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Subscription Service(s). The scope of Support Services will be as follows:

3.1 Support. Support Services include: (a) Telephone and Online Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current Subscription Service; (c) Fixes, as developed and made generally available by PowerSchool, in its discretion, to address Errors that Customer is experiencing in using the Subscription Service(s); and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing functionality of a Subscription Service(s) are to be included in a New Version (and are therefore provided at no charge to customers with a current Subscription Service).

3.2 Custom Programs. For any custom programs developed for Customer by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool’s then-current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that the Subscription Service(s) includes any functionality that allows the user to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

4. Support Service Level Agreement

4.1 Support Services Business Hours. Support Services for PowerSchool includes email and phone support as well as electronic manuals, an online knowledge base, tech notes, and access to Customer Portal.

Support Type	Availability
PowerSchool Application Support (Chat/Phone/Portal)	Monday – Friday; 6:00 AM – 5:00 PM PST *Excludes PowerSchool Holidays
Access to Customer Portal	24x7x365

4.2 Service Level Targets. Response times to Support Services requests will vary based on call load and time of the school year. PowerSchool’s targeted response times during Support Business Hours are listed in the table below. PowerSchool encourages Customer to use the Community via the Case Form to submit cases or use the Chat option to engage with the Customer support team. For high priority Production issues, please report them via the Phone channel.

Priority	Definition	Initial Response
P0	This priority is reserved for urgent situations (e.g., production system outages, data loss, suspected security breaches).	1 Business Hour
P1	This priority is for issues with significant impact causing functional limitations. Use this priority when <ul style="list-style-type: none"> • backup issues, submission deadlines that cannot be met, etc.) • A portion of the system is down or inaccessible for all users • The system is up but performance is hindering functionality 	4 Business Hours
P2	Use this priority when your system is fully operational but is experiencing: <ul style="list-style-type: none"> • A display issue (e.g., a page not rendering correctly causing functionality issues) • A non-production server/system outage if it is used to perform critical functions (e.g., scheduling with the results to be imported to the production server) • Unexpected behavior that cannot be solved using resources available in the knowledgebase • Account management needs • Suspected development escalation ticket 	8 Business Hours
P3	This priority is for all issues with minimal to no impact. Use this priority when your system is fully operational but there is: <ul style="list-style-type: none"> • Display issues, such as a page not rendering correctly - however functionality still exists. • A non-production server/system • A misspelled word on a PowerSchool Page • Other issues not impeding successful use of your production instance 	2 Business days

43 Changes to Severity Level. The PowerSchool Support team will evaluate and adjust the severity level of a support request based on the level of impact on a customer's operations and level of resolution by the PowerSchool Support team.

44 Support Exclusions. PowerSchool will make every effort to solve critical and high severity errors reported by the Customer within a reasonable time frame and to the reasonable satisfaction of the Customer. Support Services for the Subscription Services do not address the following areas:

- Customer or local education agency computer hardware and networking issues;
- Any systems, programs or interfaces not developed and supplied by PowerSchool;
- For fee offerings from PowerSchool Professional Services such as project management, training, workshops;
- Migration of data from a non-PowerSchool supported product or service into a PowerSchool Offering. New customers may need to contact their implementation project manager;
- Work done by the PowerSchool Customizations Department; Customer will need to contact PowerSchool Customizations Department via the PowerSchool Community for help on such items;
- Undocumented DAT codes, for the latest version of the PowerSchool Offering.
- ODBC complex queries or connections not covered in the Customer Portal documentation;
- Beta releases for which such issues must be sent through the Beta participant process communicated when customer was invited to that program;

- Advanced Learning Summit documentation, custom field Sales/Trainer solutions or other PowerSchool University provided solutions that are not part of the Customer Portal knowledgebase documentation;
- Building of reports via APEX or Enterprise Reporting;
- No code level support for API / APEX API WebDevs / SSO (SAML);
- SQL statements not provided by the applicable PowerSchool Offering development organization;
- Network / Internet connectivity issues outside of the PowerSchool Hosting data center environment, including issues in the customer local network environment;
- End user activity that adversely impacts application data, except for performing full database restore operations when requested;
- The performance impact of customer third party application access to hosted application data;
- Third-Party Application Support; or
- Support for application changes completed by the PowerSchool Customizations Department.

Further, PowerSchool will not be responsible for providing Support Services for: (i) problems caused by Customer’s use of or access to the PowerSchool Offering(s) other than as intended; (ii) any use in violation of this Agreement; or (iii) any unauthorized modifications made to the PowerSchool Offering(s) by Customer or any third party. In the event the need for Support Services provided are traced to Customer’s or a third party’s actions, unauthorized use, or system changes, fees and expenses for said Support Services may be billed to Customer at PowerSchool’s then-current rates, which Customer will promptly pay.

5. Hosting Service Level Agreement

To the extent that Customer purchases a SaaS Subscription, the following sections provide general information for the SaaS Subscription applicable to the PowerSchool Software that is hosted by PowerSchool. This description addresses details for Cloud deployments where PowerSchool is hosting the Customer’s PowerSchool Software application. For clarity, the following sections and any hosting service level commitments do not apply to Customers that are self-hosted.

5.1 Backup and Recovery. PowerSchool SaaS Subscription includes backups of all system and application environments. Database backups are structured to allow full recovery of the application environment and data in the event of a Disaster. In addition, database backups allow for point in time recovery in the production hosted environments for all customer applications. For all production applications, full database backups are performed Daily. Additional information on application specific backup strategies can be found in the application supplement(s) included below.

Backups are retained for all production databases to match the following table:

Backup Type	Occurrence
Full Backup	Daily
Full Backup	Weekly

5.2 Disaster Recovery. Disaster Recovery and Data Continuity plans exist for all PowerSchool Hosting Data Centers. The Disaster Recovery and Data Continuity plans are reviewed and updated on a quarterly basis. Additional updates are made between quarterly reviews to adjust plans for as infrastructure changes require plan updates.

PowerSchool’s Recovery Time Objective (“RTO”) is **forty-eight (48) hours**. The 48-hour RTO means that within 48 hours of a declared Disaster by PowerSchool, the systems impacted must be back online for

customer access in accordance with applicable specifications. PowerSchool's Recovery Point Objective ("RPO") is **twenty-four (24) hours**. The 24-hour RPO means that data is expected to be restored to a point not more than 24 hours prior to the time the first transaction is lost or from the time the SaaS Subscription became unavailable.

53 Availability Targets. PowerSchool will make commercially reasonable efforts to ensure that each of the hosted PowerSchool Software provided as part of the SaaS Subscription is available for Customer to access ("**Availability**") at a level of **99.9%** per month. The uptime target excludes items that are referenced in Section 5.5 (Downtime Exclusions) below.

Downtime tracking will be measured on a 24/7/365 basis. The table below outlines the conditions that will be applied for the tracking of availability.

Availability	Details
Conditions	Availability of licensed Product's URL Successful login into the licensed product
Applicable SLA	P0 SLA for production system outages only
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Upon a specific written request from the Customer, PowerSchool will, within a reasonable time from receipt of the request, submit to Customer a report which sets forth, for the applicable month, the Availability for the particular PowerSchool Software requested for that applicable month.

54 Performance Degradation. PowerSchool will make commercially reasonable efforts to ensure that the performance of the PowerSchool Software within a SaaS Subscription is not degraded below the standards in the following table:

Performance Degradation	Details
Condition	The PowerSchool Product will not have a website load time of greater than 5 seconds
Applicable SLA	P1 SLA, in accordance with the SLA table above
Measure of Degradation	Measurement to be conducted at PowerSchool's hosting facility
System of measurement	PowerSchool's monitoring system implemented at PowerSchool's hosting facility

Note: The ability for PowerSchool to impact performance is limited to the systems and infrastructure directly under the control of PowerSchool.

55 Downtime Exclusions. The following are considered "**Downtime Exclusions**" and shall not be calculated as Downtime for the purposes of measuring availability as discussed in Sections 5.6 (Availability Measurement) and 5.7 (Availability Percentage) below.

- a. Performance Degradation (see Section 5.4 above)
- b. Scheduled Maintenance,
- c. Scheduled Downtime,
- d. Emergency Maintenance,
- e. Unavailability as a result of Customer's development and use of nonstandard operational reports,
- f. Unavailability as a result of configuration error or data entry error by Customer users or its agents,
- g. Unavailability, outage, or problem of any third-party infrastructure, service, device, or software that is not provided by or under the direct control of PowerSchool (examples include but not limited to on-campus networks, end-user devices, internet providers (ISP), PowerSchool's third-party hosting provider and third-party software applications)

- or plugins, etc.),
- h. Unavailability as a result of failure of the Customer's or User's network infrastructure,
 - i. Unavailability as a result of failure of the Customer's or User's connection to the internet,
 - j. Unavailability as a result of a Force Majeure Event--i.e., any cause beyond such party's reasonable control, including but not limited to acts of God or of public enemy, acts of terrorism, war, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, labor disputes or other industrial disturbances, fire, power outages, road icing or inclement conditions, flood, earthquakes, or tsunamis, systemic electrical, telecommunications, or other utility failures, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

56 Availability Measurement. All measurements concerning this commitment including Downtime event start and resolution time will be maintained and reported by the Cloud Operations team. The availability measurement will be calculated for each calendar month.

Total Downtime Minutes will be the average of the sum of the minutes for each Downtime event across all PowerSchool software and services, exclusive of any Downtime Exclusions, within a single calendar month ("**Total Downtime Minutes**"). If Customer has been using the PowerSchool Software for less than a full calendar month, the service month is still the preceding calendar month but any days prior to use of the PowerSchool Software will be deemed to have had 100% Availability.

Total Service Minutes will be calculated as 60 minutes per hour, 24 hours per day, for each day within a month ("**Total Service Minutes**").

57 Availability Percentage

Availability Percentage will be calculated as follows:

$$\frac{(\text{Total Service Minutes} - \text{Total Downtime Minutes})}{(\text{Total Service Minutes per month})}$$



Last Updated: February 14, 2022

EXHIBIT B
PROFESSIONAL SERVICES POLICY

This Exhibit B sets forth the additional policy and expectations supporting PowerSchool's provision of Professional Services to the Customer in connection with a PowerSchool Offering provided pursuant to this Agreement.

1. Performance of Professional Services.

1.1. Statements of Work. For many Professional Services projects, PowerSchool will capture the project details in a signed Statement of Work setting forth the agreed-upon scope of the Professional Services, estimated or actual pricing and any special payment terms and, if applicable, project schedule, milestones and dependencies, methodologies, estimated delivery dates, technical requirements, and roles and responsibilities. Both Parties will execute each Statement of Work and each is incorporated into this Agreement. For Professional Services projects not requiring the completion of a SOW, alignment between the Parties on such services are captured in a request form, change order or in the signed Quote. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.

1.2. Delivery and Cooperation. Customer acknowledges that Customer's cooperation is essential to the timely performance of PowerSchool's Professional Services. Customer will, to the extent required in connection with the performance of PowerSchool's Professional Services: (i) provide PowerSchool with any necessary Customer materials; (ii) provide PowerSchool with any required access to Customer's personnel, facilities, or data; (iii) cause the appropriate personnel to cooperate with PowerSchool as required for PowerSchool to provide PowerSchool's Professional Services, including responding promptly to questions or issues; and (iv) make all payments when due. Customer's delay or failure to do so may delay the estimated delivery schedules set forth in the Statement of Work or otherwise communicated to the Customer. If Customer fails to do any of the foregoing, both Parties will cooperate in good faith to develop a revised written delivery schedule and written Statement of Work or change order signed by both Parties with new pricing. Unless otherwise expressly agreed in a Statement of Work, (a) all Professional Services will be deemed accepted upon delivery, and (b) Customer will have fifteen (15) days from delivery to contest acceptance. Any contestation must be in writing and must conform with this Agreement's provision regarding providing Notices.

2. Fees and Expenses.

2.1. Fees. PowerSchool will perform Professional Services as may be specified in a Quote, written acknowledgment of Customer's order, or as may be subsequently agreed upon by the Parties in a SOW; provided that PowerSchool may, at its option, arrange for any such Professional Services to be performed by another entity on behalf of PowerSchool. Customer agrees to pay for such Professional Services at the rates and charges specified in the applicable SOW, Quote, or PowerSchool's written acknowledgment of Customer's order, or, for work subsequently requested, at the rates agreed upon by Customer and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Customer prior to performing any such Professional Services, or to require prepayment of certain Professional Services. Unless otherwise specified, all rates quoted are for Professional Services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit.

2.2. Expenses. Unless otherwise agreed, the Customer will also pay PowerSchool for pre-approved travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of the Professional Services. All such additional charges will be due and payable concurrently with payment for the Professional Services.

2.3. Future Services. The rates and charges specified in the applicable SOW, Quote, or PowerSchool's acknowledgment of Customer's order will apply to those Professional Services originally



ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent engagement or SOW for Professional Services.

2.4. Pre-paid Services. If Customer pays in advance for any Professional Services, all Professional Services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for Professional Services that has not been used by Customer toward Professional Services rendered within such twelve (12) month period will be forfeited.

2.5. Time and Material Services. In the event Customer enters into a Quote that includes Professional Services to be provided on a time and material basis (“**T&M Hours**”) and the Quote includes a total targeted number of T&M Hours to be purchased by Customer (“**Total Target T&M Hours**”), Customer hereby commits to utilize a minimum of seventy-five percent (75%) of the Total Target T&M Hours (“**Minimum T&M Hours Guarantee**”). If, at the end of the twelve (12) month period from the start date of the Quote (the, “**12-Month Period**”), Customer has not utilized T&M Hours to meet or exceed the Minimum T&M Hours Guarantee, PowerSchool, in its discretion and at its option, may invoice Customer for the amount equivalent to the difference between the T&M Hours for Professional Services actually rendered by PowerSchool to Customer and the Minimum T&M Hours Guarantee (the “**T&M Delta**”), and Customer shall pay such invoice in accordance with the terms of its Agreement. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the Minimum T&M Hours Guarantee, PowerSchool may immediately invoice Customer for the T&M Delta, and Customer shall pay such T&M Delta in accordance with the terms of the Agreement. For clarification, if Customer procures Professional Services exceeding the Minimum T&M Hours Guarantee, Customer shall pay for all Professional Services rendered by PowerSchool in excess of the Minimum T&M Hours Guarantee.

2.6. Milestone Billing. In the event Customer enters into a Quote that includes Professional Services to be billed at the completion of a training or consulting event and the Quote includes deliveries of a targeted number of training or consulting events, PowerSchool, in its discretion and at its option, may invoice Customer at the completion of the event(s) or upon the expiration of the 12-Month Period, whichever occurs earlier. If Customer, at any time prior to the end of the 12-Month Period, notifies PowerSchool that Customer elects not to procure Professional Services equal to or exceeding the contract value of the training and consulting services outlined on the Quote, PowerSchool, in its discretion and at its option, may immediately invoice Customer, and Customer shall pay such invoice in accordance with the terms of the Agreement.

3. Training. PowerSchool courses are limited to a maximum of 15 or 20 attendees depending on the content being delivered. Course can have other limitations based on the information provided within the respective course catalog. Course limits can only be adjusted if specified within the applicable Quote or SOW. Recording of training sessions are strictly prohibited unless otherwise agreed upon by the Parties in the applicable Quote or SOW.

4. Changes to Project Scope. Customer may request changes to the scope of a Statement of Work. Any changes to the scope of a Statement of Work that are agreed upon by the Parties will result in a change order to such Statement of Work (“**Change Order**”) or a new Statement of Work. Any such Change Order may be agreed upon by the Parties and approved by the Customer via e-mail. Any scope changes will be made pursuant to the terms set forth in this Exhibit and the applicable Statement of Work.

5. Services Cancellation or No-Shows.

5.1. Cancellation. Subject to Customer’s obligation to meet the Minimum T&M Hours Guarantee, if Customer cancels any scheduled Professional Services less than fourteen (14) days before the date on which the Professional Services are scheduled to begin, Customer will pay a cancellation charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus fifty percent (50%) of the fees for any such scheduled Professional Services (collectively, “**Cancellation Fees**”). For clarity, Customer’s obligation to pay the Cancellation Fees is in addition to Customer’s obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.



5.2. No Shows. Subject to Customer's obligation to meet the Minimum T&M Hours Guarantee, if Customer enters into a Quote that includes Professional Services for a training or consulting event and does not show for any such scheduled event, Customer will pay a no-show charge equal to one hundred percent (100%) of any non-refundable expenses incurred by PowerSchool plus one hundred percent (100%) of the fees for any such scheduled Professional Services (collectively, "**No-Show Fees**"). For clarity, Customer's obligation to pay the No-Show Fees is in addition to Customer's obligation to meet or exceed the Minimum T&M Hours Guarantee and pay the T&M Delta.

6. Ownership of Materials. PowerSchool is the owner of any and all software code, applications, application programming interfaces, documentation, training content, reports, and other deliverables or work product, including any Intellectual Property Rights appurtenant thereto, (collectively, the "**Deliverables**") conceived, created or developed for or provided to Customer pursuant to any Professional Services. Provided that all PowerSchool fees and expenses associated with the development and provision of such Deliverables are paid timely, during the Term of the Agreement, Customer will have a limited, paid-up, royalty-free, non-exclusive license to use such Deliverables for Customer's internal use only in conjunction with the applicable Subscription Services purchased by Customer under the Agreement, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement will prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Confidential Information of a Customer incorporated into any Deliverable remains subject to the Confidentiality provisions (Section 5) in the Agreement.

7. Data Loads. Successful implementation of Subscription Service(s) requires proper data loads in specific formats and layouts. PowerSchool will inform the Customer of the specific instructions such as data file layouts to support the data load for the implementation of a Subscription Service. If the Customer is unable to provide the data as required, PowerSchool may offer services to complete the data load at an additional charge. If such services are purchased, Customer agrees to follow PowerSchool's specific instructions and use best efforts to support the data load activity as outlined by PowerSchool any such data load or migration. Unless otherwise agreed in an SOW, PowerSchool will not directly access non-PowerSchool applications to assist the Customer in any data migration activity. Successful implementation is the shared obligation of both Parties.

8. Facilities. Customer acknowledges that certain Professional Services and Support Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Customer's premises, Customer agrees to provide appropriate access to utilities, workspace, and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

EXHIBIT C
DATA PRIVACY AGREEMENT

This Data Privacy Agreement (“**DPA**”) supplements the agreed to license and service agreement for the PowerSchool Services between the PowerSchool Contracting Entity (“**PowerSchool**”) and the entity identified in the signature block below (“**Customer**”) and is made and entered into as of the last signature below, (the “**Effective Date**”). The terms herein supplement and amend the terms of the PowerSchool’s standard Main Services Agreement or, if there is none, the then-existing applicable agreement between PowerSchool and Customer for the provision of PowerSchool’s services and products, as amended by the Parties from time to time (the “**MSA**”). The term “MSA” includes all exhibits, schedules, addenda, statements of work, and quotes that are attached to, referenced in or otherwise associated with the MSA. In the event of a conflict between the MSA and this DPA, the DPA controls.

Below are the terms and conditions pursuant to which any Customer Data will be handled by PowerSchool and permitted third parties during the term of the MSA and after its termination. Any capitalized terms not defined herein shall have the meaning given to them in the MSA. PowerSchool and Customer are individually known as a “**Party**” and collectively referred to as “**Parties**.”

1. Glossary of Terms.

The terms, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processor**”, and “**Processing**” (includes “**Processed**”) shall have the same meaning as in the EU General Data Protection Regulation (“**GDPR**”).

1.1 “Aggregate Data” is raw data gathered and expressed in a summary form for statistical analysis.

1.2 “Applicable Law” means any law that regulates the processing, privacy, or security of Customer Data and that is directly applicable to each Party to this DPA in the context of PowerSchool Processing Customer Data.

1.3 “Customer Data” means all data, files, documents, and records uploaded to a PowerSchool Subscription Service or transmitted to PowerSchool under this Agreement by or on behalf of the Customer.

1.4 “Designated Representative” means Customer or Processor employees as specified in the MSA to whom all notices required in this DPA will be sent.

1.5 “Education Records” are records that are directly related to a student and that are maintained by an educational agency or institution or a party acting for or on behalf of the agency or institution. These records include but are not limited to grades, transcripts, class lists, student course schedules, health records (at the K- 12 level), student financial information (at the postsecondary level), and student discipline files. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, and microfiche. 34 CFR § 99.3. For the purpose of this DPA, “Education Records” provided to PowerSchool are presumed to be owned and under the control of the Customer.

1.6 “Student Data” is a subset of Customer Data and contains Personal Data that would typically include pupil records of students and parents of students enrolled in a school, such as education records.

1.7 “Vendor-Data Subprocessor” means PowerSchool’s subcontractors or agents, appointed by or on behalf of PowerSchool in PowerSchool’s role as Processor to Process Personal

Data on behalf of Customer in accordance with the MSA, or other service to operate and/or improve its software, and who has access to Customer Data.

1.8 “Student Profile” means a collection of PII data elements relating to a student of the Customer.

2. Purpose.

To describe PowerSchool’s responsibilities and solutions as a Processor for handling and protecting Customer Data.

3. PowerSchool Products and Solutions.

The MSA along with the accompanying applicable Quote(s) or Statement(s) of Work, provides the contracted- for PowerSchool products, solutions, and services.

4. Data Classification.

PowerSchool classifies data as public, private, or restricted, with restricted requiring the highest level of care and security.

4.1. All Customer Data that has not been de-identified or aggregated are classified as restricted in PowerSchool products, solutions, and services.

4.2. PowerSchool employs physical, administrative, and technological safeguards for restricted data. See Schedule 1-C (Physical, Administration, And Technological Safeguards) for more detail.

5. Customer Data.

5.1. PowerSchool will maintain all Customer Data in strict confidence and will not disclose any such Customer Data, or copies thereof, to any person or entity other than Customer’s legal counsel or Customer’s designated contact, or pursuant to the MSA. The Customer Data shared pursuant to the MSA, including persistent unique identifiers, will be used for no purpose other than the performance of the Services, improvement of PowerSchool Product(s), or internal research or as further agreed to in the MSA. If PowerSchool desires to use any Customer Data for purposes not contemplated in the MSA, PowerSchool must first obtain written approval from Customer.

5.2. Customer Data does not include metadata, De-identified Data, Aggregate Data or Transaction Data. See MSA for permitted uses of De-identified Data, Aggregate Data, and Transaction Data.

5.3. PowerSchool acknowledges that Customer retains full right and ownership to and control of all of their data, which includes User-provided or User-generated content (such content not encompassing any modifications to PowerSchool’s Pre-existing Intellectual Property), unless such rights are specifically granted to PowerSchool in a writing signed by Customer and the User(s) or, if the User(s) is a minor child, by the child’s parent/guardian.

6. Processing of Customer Data.

6.1. PowerSchool will safeguard and maintain the confidentiality of Customer Data obtained from Customer.

6.2. PowerSchool may access and use Customer Data on a need-to-know basis and only as expressly authorized by Customer for the sole and express purpose of fulfilling its obligations under the MSA and this DPA and any applicable Quote or Statement of Work. Such access or use of Customer Data by PowerSchool shall be to the minimum extent necessary and only for PowerSchool to fulfill its obligations under the MSA and this DPA and any applicable Quote or Statement of Work.

6.3. PowerSchool and its Vendor–Data Subprocessors shall Process Customer Data according to the Customer’s instructions documented in the MSA unless otherwise required by

Applicable Law. In the event of Processing required by Applicable Law, and to the extent permitted by the Applicable Law, PowerSchool will inform the Customer before Processing Customer Data.

6.4. With the exception of De-identified Data, Aggregated Data, Transaction Data, and Vendor-Data Subprocessor uses permitted under the MSA, PowerSchool shall not:

6.4.1. Use, sell, rent, transfer, distribute, alter, or disclose Customer Data to any third party without the prior written consent of the Customer, except as required by Applicable Law or contracted for in the MSA;

6.4.2. Use Customer Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or Customer employees, unless such use is specifically authorized by this DPA or otherwise authorized in writing by the Customer;

6.4.3. Use Customer Data to create a Student Profile other than as authorized or required by the MSA to perform the Services; and

6.4.4. Store Customer Data outside the continental United States unless Processor has given the Customer Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved; and the storage would be permitted under Applicable Law.

6.5. Qualified FERPA Exception. If PowerSchool will have access to Education Records, Processor acknowledges that, for the purposes of this DPA and the MSA, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 (“FERPA”), it will be designated as a “school official” with “legitimate educational interests” in the Customer Education Records, Student Data, and Personal Data disclosed pursuant to the MSA, and PowerSchool agrees to abide by the FERPA limitations and requirements imposed on school officials. Processor will use the Education Records only for the purpose of fulfilling its duties under the MSA for Customer’s and its Users’ benefit, and shall not share Customer Data with or disclose it to any third party except as provided for in the MSA or this DPA, as required by Applicable Law, or if authorized in writing by the Customer.

6.6. Customer represents and warrants that it has obtained all necessary consents and government authorizations required under Applicable Law to permit the Processing of Customer Data.

6.7. Customer agrees to indemnify and hold PowerSchool and its Affiliates harmless from and against any action, claim, expense, damage, and cost brought against PowerSchool or any of its Affiliates, whether by a Data Subject or a government authority, related to necessary Data Subject consents and government authorizations for Processing.

6.8. PowerSchool agrees not to edit or use Customer Data, unless:

6.8.1. integral to and clearly contemplated by the particular nature of the Services or otherwise permitted pursuant to the MSA or this DPA;

6.8.2. written consent is first procured from and through the Customer;

6.8.3. the data is De-identified Data; Aggregate Data or Transactional Data; OR

6.8.4. the editing is performed to maintain the integrity of the Customer Data.

7. Reliability of PowerSchool’s and Vendor-Data Subprocessors’ Employees, Agents and Contractors. PowerSchool shall take reasonable measures to ensure the reliability of employees, agents, and contractors of PowerSchool, and Vendor-Data Subprocessors who may have access to Customer Data with the goal of ensuring that access to Customer Data is limited to individuals who need to know or access Customer Data under the terms of the MSA or this DPA, and to comply with Applicable Law in the context of individual’s duties to the Processor and Vendor-Data Subprocessor, ensuring that individuals are subject to confidentiality obligations.

8. Security of Processing.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, PowerSchool shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information on PowerSchool's technical and organizational measures, see Schedule 1-C (Physical, Administration, and Technological Safeguards).

9. Vendor-Data Subprocessing.

9.1. Customer authorizes PowerSchool to appoint Vendor-Data Subprocessors in accordance with this subsection and the MSA.

9.2. PowerSchool will enter into written agreements ("**Vendor-Data Subprocessor Agreement**") whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this DPA and the MSA.

9.3. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this DPA and MSA.

9.4. Pursuant to its respective Vendor-Data Subprocessor Agreement, the applicable Vendor-Data Subprocessors shall:

9.4.1. not disclose Customer Data, in whole or in part, to any third party with the exception of a Vendor-Data Subprocessor properly vetted by the primary Vendor-Data Subprocessor;

9.4.2. not use any Customer Data to advertise or market to students or their parents/guardians;

9.4.3. access, view, collect, generate and use Customer Data only to the extent necessary to assist Processor in performing its obligations specified in this DPA and the MSA;

9.4.4. at the conclusion or termination of the work, as directed by the Customer through PowerSchool, delete or return to the Customer all Customer Data in possession, custody or control, at the election of the Customer;

9.4.5. utilize reasonable physical, administrative, and technical safeguards in accordance with industry standards to secure Customer Data from unauthorized disclosure, access and use. Vendor-Data Subprocessor shall ensure that its employees and subcontractors who have access to Customer Data have been adequately vetted, trained, and possess the necessary qualifications to comply with the terms of this DPA; and

9.4.6. not re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

10. Data Subject Rights.

10.1. With respect to requests from Data Subjects regarding Customer Data, PowerSchool shall:

10.1.1. promptly notify the Customer if PowerSchool receives a request from a Data Subject under any Applicable Law with respect to Customer Data;

10.1.2. reasonably cooperate and assist Customer in connection with access requests, inquiries, and complaints from Data Subjects to whom the data relates or from data protection authorities; and

10.1.3. not directly respond to the request except on documented instructions of the Customer.

10.2. PowerSchool acknowledges that Applicable Law regarding Data Subject Rights may be further promulgated, modified, or interpreted by state attorney generals. PowerSchool will reasonably cooperate and assist Customer in adapting PowerSchool's support of Customer regarding responding

to Data Subject requests.

11. Personal Data Breach.

11.1. Customer agrees to notify PowerSchool immediately of any unauthorized use of Customer's accounts or any other breach of security.

11.2. Upon PowerSchool's becoming aware of a Personal Data Breach of Customer Data, PowerSchool shall immediately investigate the Personal Data Breach.

11.2.1. In the course of the investigation, PowerSchool shall take steps to mitigate and remediate the Personal Data Breach.

11.2.2. PowerSchool shall notify Customer without undue delay, and within the time period required by Applicable Law.

11.2.3. PowerSchool shall provide Customer with sufficient information to permit Customer to make a determination as to any notification obligations under Applicable Law.

11.3. PowerSchool shall cooperate with Customer and take commercially reasonable steps to assist Customer in an investigation of the Data Breach.

11.4. For additional information regarding Personal Data Breach notification and response, see Schedule 1-C.

12. Data Protection Impact Assessment.

PowerSchool shall provide reasonable assistance related to the nature of Processing to Customer in the event that a data protection impact assessment be required by Applicable Law.

13. Return and Disposition of Customer Data.

13.1. Upon written request from Customer and in accordance with the applicable terms in the following provisions of the Section 13 (Return and Disposition of Customer Data), PowerSchool will dispose or delete all Customer Data within a commercially reasonable time period when it is no longer needed for the purpose for which it was obtained.

13.1.1. Customer must inform PowerSchool when Customer Data is no longer needed. In no event will PowerSchool dispose of Customer Data pursuant to this provision unless and until PowerSchool has received affirmative written confirmation from Customer that Customer Data does not need to be transferred to a separate account.

13.1.2. Disposition will include (1) the shredding of any hard copies of any Customer Data; (2) erasing; or (3) otherwise modifying the personal information in those records to make the information unreadable or indecipherable by human or digital means.

13.1.3. Nothing in this DPA or the MSA authorizes PowerSchool to maintain Customer Data beyond the time period reasonably needed to complete the disposition.

13.1.4. Upon request by Customer, PowerSchool will provide written notification to Customer when all Customer Data have been disposed.

13.1.5. Upon receipt of a request from Customer, PowerSchool will provide Customer return of Customer Data, as commercially reasonable.

13.1.6. Customer acknowledges there may be a reasonable service fee attached to such data return service where more than two (2) such service requests are submitted by the Customer during the term of the MSA.

13.2. Throughout the Term of the MSA, Customer may request partial disposal of Customer Data that is no longer needed.

13.2.1. Partial disposal of Customer Data will be subject to Customer's request to transfer such data to a separate account.

13.2.2. To the extent Customer is unable to transfer such data by their own accord,

PowerSchool agrees to assist Customer, at Customer's expense, to transfer any Customer Data in question, so long as it is commercially reasonable to do so.

13.2.3. To the extent transfer or partial disposal of Customer Data is not commercially reasonable, PowerSchool will inform the Customer of the actual costs to undertake such a transfer, and Customer may agree to pay the cost of such transfer. If Customer does not agree to pay the cost of such transfer, PowerSchool has no obligation to conduct any data transfer on Customer's behalf.

13.2.4. All transfers must comply with Applicable Law. PowerSchool is not liable or in breach of this Agreement if PowerSchool denies a transfer that, in its reasonable judgment, does not comply with the Applicable Law. Any transfer made on Customer's written request requires Customer to fully indemnify and hold harmless PowerSchool from complying with Customer's instructions.

13.3. PowerSchool may retain Customer Data if required by Applicable Law.

14. Transfer of Customer Data to Succeeding Vendor Upon Termination.

Upon termination of this DPA, PowerSchool will, if so requested by Customer, securely transfer all Customer Data directly from PowerSchool's Site to the hosting site or platform of another vendor designated by Customer, such transfer to occur on a date on or after the effective date of termination as directed by Customer in a format mutually agreed by PowerSchool and at Customer's cost. PowerSchool will have no obligation to transfer Customer Data in a form or format specified by succeeding vendor, but PowerSchool will provide Customer Data in a manner that is the industry standard.

15. Response to Legal Orders, Demands or Requests for Data.

15.1. The terms herein will not be construed as prohibiting either Party hereto from disclosing information to the extent required by law, regulation, or court order, provided such Party notifies, where not prohibited, the other party promptly after becoming aware of such obligations and provides the other Party an opportunity to seek a protective order or otherwise to challenge or limit such required disclosure.

15.2. PowerSchool will not disclose (and will not instruct any of its employees or Vendor-Data Subprocessors to disclose) in any manner whatsoever any Customer Data to any third party unless:

15.2.1. such disclosure is required in order for PowerSchool to perform its obligations pursuant to the MSA or this DPA and any applicable Quote or Statement of Work;

15.2.2. such disclosure is permitted under Applicable Law; or

15.2.3. the third party agrees, in writing, to protect the confidentiality and security of Customer Data. If PowerSchool becomes legally compelled to disclose Customer Data, PowerSchool will, to the extent permitted by law and if time permits, provide Customer with prompt written notice thereof prior to disclosure.

16. Compliance with Applicable Law.

16.1. The Parties acknowledge that Customer Data may include Personal Data from Education Records that are subject to Applicable Law of the applicable jurisdiction.

16.2. Where required by Applicable Law, Customer acknowledges it has obtained all valid consents from the parents or pupils related to the Customer Data sufficient to grant PowerSchool the permission to conduct Processing on such Customer Data on behalf of the Customer.

17. Termination.

17.1. Subject to agreed data return, data transfer, data disposal, legal, or other end of term obligations, this DPA will automatically terminate without any further action of the Parties upon the termination or expiration of the applicable MSA between the Parties or successful completion of the Services under such MSA. Alternatively, upon re-execution of the MSA by the Customer, this DPA shall

also be revived and be of full force and effect.

17.2. The obligations of PowerSchool and Customer under this DPA shall survive termination or expiration of this DPA or MSA, until all Customer Data have been returned or disposed.

18. General Terms.

18.1. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the MSA with respect to any disputes or claims arising under this DPA.

18.2. The terms of this DPA do not reduce PowerSchool's obligations under the MSA regarding the protection of Customer Data and does not permit PowerSchool to Process Customer Data in ways prohibited by the MSA.

18.3. In the event that there is a conflict or inconsistencies between this DPA, Applicable Law, and the Standard Contract Clauses regarding cross-board transfer issues, the conflict or inconsistencies shall be resolved in the following order: (i) first, Applicable Law, (ii) second, the Standard Contract Clauses, and (iii) then the DPA.

18.4. In the event that there is a conflict or inconsistencies between the MSA and this DPA, this DPA controls.

SCHEDULE 1-C

PHYSICAL, ADMINISTRATIVE, AND TECHNOLOGICAL SAFEGUARDS

A.1 Data Security. PowerSchool agrees to abide by and maintain adequate data security measures, consistent with industry standards for digital storage of Customer Data, to protect Customer Data from unauthorized disclosure or acquisition by an unauthorized person. The general security obligations of PowerSchool are set forth below. These security measures will include, but are not limited to:

A.1.1 Passwords and Employee Access. PowerSchool will secure usernames, passwords, and any other means of gaining access to the Services or to Customer Data, at a level meeting or exceeding the applicable standards. PowerSchool will only provide access to Customer Data to employees or contractors who require access pursuant to the MSA and this DPA, and only on terms consistent with or exceeding the data security measures required by this DPA between the Parties.

A.1.2 Security Protocols. The 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. PowerSchool will maintain all data obtained or generated pursuant to the MSA in a secure digital environment.

A.1.3 Employee Training. PowerSchool will provide periodic security training to those employees who operate or have access to the system. Further, PowerSchool will provide Customer with contact information of an employee whom Customer may contact if there are any security concerns or questions.

A.1.4 Security Technology. PowerSchool will employ industry standard measures to protect data from unauthorized access. The service security measures will include server authentication and data encryption. PowerSchool will host data pursuant to the MSA in an environment using firewall(s) that are updated according to industry standards.

A.1.5 Monitoring. PowerSchool will log and analyze events across critical systems to identify potential threats to confidentiality, integrity, and availability of Customer Data.

A.1.6 Security Coordinator. PowerSchool will provide the name and contact information of PowerSchool's security coordinator for the Customer Data received pursuant to the MSA and this DPA upon written request.

A.1.7 Vendor-Data Subprocessors Bound. PowerSchool will enter into written agreements whereby Vendor-Data Subprocessors agree to secure and protect Customer Data in a manner consistent with the terms of this exhibit and the DPA. PowerSchool will periodically conduct or review compliance monitoring and assessments of Vendor-Data Subprocessors to determine their compliance with this exhibit and DPA.

A.1.8 Periodic Risk Assessment. PowerSchool acknowledges and agrees to conduct digital and physical periodic risk assessments at least annually and take commercially reasonable industry standard steps to remediate identified security and privacy vulnerabilities in a timely manner.

A.1.9 Established Security Policies. PowerSchool will follow its established access security policies to support the confidentiality, integrity, and availability of the Customer Data against risks including but not limited to unauthorized access, collection, use, disclosure or disposal, loss, or modification. Such security arrangements will include, without limitation, reasonable physical, administrative, and technical safeguards.

A.1.10 Audits and Compliance Reports. PowerSchool's security compliance is assessed by independent third-party auditors. Upon Customer agreeing to an NDA, PowerSchool shall provide access to information regarding PowerSchool's ISO 27001:2103 certification and SOC II Reports. To the extent that PowerSchool discontinues a third-party audit, PowerSchool will adopt or maintain an equivalent industry-recognized security standard.

B.1 Data Incident. In the event Customer Data is accessed or obtained by an unauthorized individual or third party, PowerSchool will:

B.1.1 provide notification to Customer within a reasonable amount of time of confirmation of the Incident, not exceeding seventy-two (72) hours.

B.1.2 PowerSchool agrees to comply with all reasonable requests from Customer in relation to such Incident and, in consultation with Customer and subject to any directions from Customer, take all reasonable steps to mitigate any harmful effect resulting from any such unauthorized access to, use or disclosure of Customer Data.

B.2 Post Incident Process. In the event of an Incident, PowerSchool will follow the following process:

B.2.1 Provide a security incident notification written in plain language after confirmation of the incident.

B.2.2 The security incident notification will include, at a minimum, the following information:

B.2.2.1 The name and contact information of Customer's Designee or his/her designee

for this purpose.

B.2.2.2 A list of the types of Customer Data that were or are reasonably believed to have

been the subject of an incident.

B.2.2.3 If the information is possible to determine at the time the notice is provided, then either (1) the date of the incident, (2) the estimated date of the incident, or (3) the date range within which the incident occurred. The notification will also include the date of the notice.

B.2.2.4 Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine and permitted at the time the notice is provided.

B.2.2.5 A general description of the incident, if that information is possible to determine at the time the notice is provided.

B.2.3 PowerSchool agrees to adhere to all requirements in applicable state, provincial and federal law with respect to an Incident related to Customer Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation, where commercially reasonable, of any such data breach.

B.2.4 PowerSchool maintains a written incident response plan that is consistent with industry standards and the applicable federal (country), state, or provincial law for responding to a data incident, security incident, privacy incident, or unauthorized acquisition or use of the Customer Data or any portion thereof, including personally identifiable information.

B.2.5 If Customer requests PowerSchool's assistance providing notice of unauthorized access, and such assistance does not take on a form unduly burdensome to PowerSchool, PowerSchool will reasonably co-operate and assist in, any investigation of a complaint that any Customer Data has been collected, used or disclosed contrary to Privacy Laws, or the policies of Customer, whether such investigation is conducted by Customer itself or a body having the legal authority to conduct the investigation, including but not limited to co-operation and assistance in notifying the affected Data Subject(s) of the unauthorized access.

C.1 Canada: For engagements with Customers and Users located in Canada and any of its provinces, the Parties acknowledge such Customer Data will be subject to public sector or private sector data protection laws, as applicable, including the Personal Information Protection and Electronic Documents Act, and any substantially similar provincial law.

C.1.1 As an example, if the province of Ontario, the Education Act, RSO 1990, c.E.2, Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A., Municipal Freedom of Information and Protection of Privacy Act RSO 1990, c.M.56 and the Protection of Personal Information and Electronic Documents Act S.C. 2000, c. 5.

C.2 United States: For engagements with Customers and Users located in the United States any specific states territory, the Parties acknowledge that:

C.2.1 Customer Data may include Personal Data from Education Records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”);

C.2.2 to the extent that Customer Data includes FERPA Records, PowerSchool will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each Party represents and warrants to the other Party that it will comply with all provisions of FERPA applicable to such Party’s performance hereunder.

C.2.3 the Parties also acknowledge that applicable Customer Data may include Personal Data from children under the age of 13, subject to the Children’s Online Privacy Protection Act and related regulations (“COPPA”).

C.2.4 Where applicable, Customer acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Customer represents to PowerSchool that through the duration of this Agreement, the Customer is duly authorized to provide the data to PowerSchool for processing based on having obtained parental consent where necessary.

C.2.5 Customer acknowledges that it has read, fully understands, and agrees to abide by PowerSchool’s Privacy Policy, available at www.powerschool.com/privacy and as may be revised from time-to- time, incorporated by reference herein.

C.3 European Union: For engagements with Customers and User(s) located in the member countries of the European Union and the European Economic Area, the Parties acknowledge applicable Customer Data will be subject to the General Data Protection Regulation (GDPR), as amended with enforcement from the European Data Protection Board through EU and EEA national data protection authorities, and the European Data Protection Supervisor (EDPS).

C.4 United Kingdom: For engagements with Customers and User(s) located in the United Kingdom after December 31, 2020, the Parties acknowledge applicable Customer Data will be subject to the United Kingdom General Data Protection Regulation, and Data Protection Act of 2018, as amended, along with will regulations such as the Pupils’ Educational Records Regulation 2003 (Scotland); the Public Information Regulations 2011 (Wales); and the Education Regulations (Northern Ireland) of 2009, as amended, and as enforced by the Information Commissioner.

C.5 Switzerland: For engagements with Customers and its User(s) located in Switzerland, the Parties acknowledge applicable Customer Data will be subject to the Swiss Federal Data Protection Act, to be replaced with the Swiss Data Protection Act 2020 (DPA).

SCHEDULE 2-C

POWERSCHOOL DATA SECURITY AND PRIVACY PLAN

PowerSchool agrees that it will protect the confidentiality, privacy and security of the Protected Data it receives from Customers in accordance with this DPA.

Additional elements of PowerSchool's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Security and Privacy Plan ("DSPP"), PowerSchool will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this DSPP. In the event PowerSchool's policy and practices are not in conformance, PowerSchool will implement commercially reasonable efforts to ensure such compliance.

(b) As required by the NIST Cybersecurity Framework, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Agreement, PowerSchool will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Agreement:

Data Security:

- Data-at-rest & data-in-transit (motion) is encrypted
- Data leak protections are implemented

Information Protection Processes and Procedures:

- Data destruction is performed according to contract and agreements
- A plan for vulnerability management is developed and implemented

- Log/audit records are ascertained, implemented, documented, and reviewed according to policy
- Network communications are protected

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited, and revoked, as applicable, for authorized devices, processes, and users
- Remote access is managed PowerSchool also conforms to the ISO 27001:2013 standard.

(c) For any of its employees (or employees of any of its subcontractors or assignees) who have access to Protected Data, PowerSchool has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, PowerSchool will require that all of its employees (or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(d) In the event that PowerSchool engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Agreement, it will require such subcontractors, assignees, or other authorized agents to execute written agreements requiring those parties to protect the confidentiality and security of Protected Data under applicable privacy laws.

(e) PowerSchool will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and PowerSchool will provide prompt notification of any breaches or unauthorized disclosures of Protected Data. More information on how incidents are handled can be found in the Main Service Agreement ("MSA").

(f) PowerSchool will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the Agreement is terminated or expires, as more fully described in MSA.

Last Updated: February 14, 2022

EXHIBIT D
PRODUCT SPECIFIC TERMS

This Exhibit contains terms and conditions specifically for certain PowerSchool Offerings (including Embedded Applications) and Licensed Third-Party Software. Such terms do not apply to all PowerSchool Offerings in general.

1. TERMS RELATING TO EMBEDDED APPLICATIONS AND LICENSED THIRD-PARTY SOFTWARE.

1.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the “**Oracle Software**”):

a) The Oracle Software is subject to a restricted license and may only be used in conjunction with the Subscription Services.

b) Oracle USA, Inc. (“**Oracle**”) will have no liability whatsoever to Customer for any damages, whether direct, indirect, incidental, or consequential arising from Customer’s use of Subscription Services or the Oracle Software.

c) Customer is prohibited from publishing the results of any benchmark tests run on the Oracle Software.

d) Customer will be prohibited (1) from use of the Oracle Software for rental, timesharing, subscription service, hosting, or outsourcing; (2) from the removal or modification of any program markings or any notice of Oracle’s or its licensor’s property rights; (3) from the end user making the programs available in any manner to any third party for use in third party’s business operations (unless such access is expressly permitted for the specific program license); and (4) from passing title to the programs to the end user or any other party.

e) Customer shall permit PowerSchool to audit Customer’s use of the programs, require Customer to provide reasonable assistance and access to information in the course of such audit and permit PowerSchool to report the audit results to Oracle or to assign PowerSchool’s right to audit Customer’s use of the programs to Oracle. Where PowerSchool assigns its right to audit to Oracle, then Oracle shall not be responsible for any of PowerSchool’s or Customer’s costs incurred in cooperating with the audit.

f) Oracle will be a third-party beneficiary of this Agreement. Application of the Uniform Computer Information Transaction Act is excluded.

g) Oracle will have no performance obligation or liability to Customer in connection with this Agreement.

h) Customer is prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibited from duplication of the programs except for a sufficient number of copies of each program for the end user’s licensed use and one copy of each program media.

i) Customer must, at the termination of the agreement, discontinue use and destroy or return to PowerSchool all copies of the programs and documentation.

j) Third party technology that may be appropriate or necessary for use with some Oracle programs is licensed to the end user for use under the terms of the third-party license agreement.

Should the Oracle Software contain any source code provided by Oracle, such source code will be governed by the terms of this Agreement. Under PowerSchool’s Oracle License, PowerSchool is obligated to promptly inform Oracle if PowerSchool becomes aware of any breach of any of the above Oracle terms, which obligation shall hereby pass through to Customer.

1.2 GPL Software. Certain Embedded Applications included with the Subscription Services may be free software licensed under the terms of the GNU General Public License (“**GPL**”). Customer may

obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Subscription Services.

1.3 Illuminate. The following terms are applicable to a certain Licensed Third-Party Software known as Illuminate (the “**Illuminate Software**”) provided by Illuminate Education, Inc. (“**Illuminate**”) (only to the extent that Customer purchases a Subscription Service that includes or otherwise licenses such Illuminate Software):

a) License Grant: Customer is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Assessment Item Bank through PowerSchool’s platform within the State in which Customer is organized, authorized and resides (the “**Licensee Territory**”) to provide noncommercial access and use of any or all of the items from the Illuminate content (referred to herein as the “**Illuminate Content**”, “**Item Bank**”, or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as “**Items**”) to students registered within Customer’s schools/districts for the sole purpose of performing formative assessments of those students (the “**License**”). Customer is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to Customer under the License will remain exclusive to Illuminate. Without limiting the generality of the foregoing, Customer acknowledges that Illuminate retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein, and all modifications and derivative works created therefrom. Customer’s rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of: (i) termination of the Agreement between Customer and PowerSchool and PowerSchool granting this License; or (ii) termination of PowerSchool’s right and license to distribute the Item Bank. Customer acknowledges that use of the Item Bank, the Items, and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of Illuminate’s proprietary rights.

b) Throughout the term of the License, Illuminate will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by Customer, of specific Items and/or passages from the Item Bank.

c) Data Extracts. Illuminate shall have the option to request data files for PowerSchool containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with the Illuminate Content. With regard to this Agreement, Illuminate agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

d) ILLUMINATE REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY. ILLUMINATE REPRESENTS THAT IT HAS THE RIGHT TO GRANT THIS LICENSE. ILLUMINATE MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. ILLUMINATE IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE LICENSEE USING THE ITEM BANK. ILLUMINATE WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY ILLUMINATE; (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS; OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR CUSTOMER’S AGREEMENT WITH POWERSCHOOL. ILLUMINATE IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

e) ILLUMINATE WILL HAVE NO LIABILITY UNDER CUSTOMER’S AGREEMENT WITH POWERSCHOOL. IN NO EVENT SHALL ILLUMINATE BE LIABLE FOR CONSEQUENTIAL,

INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ILLUMINATE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO ILLUMINATE BY OR ON BEHALF OF CUSTOMER PURSUANT TO THE LICENSE OR CUSTOMER'S AGREEMENT WITH POWERSCHOOL DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

1.4 Employee Records – Contracts Only License. If Customer purchased “Unified Talent Contract Management Express,” Customer’s use is limited to the use of the Contracts feature of *Unified Talent Employee Records* and its associated folder for each district employee. Unless Customer purchased “Unified Talent Records,” PowerSchool does not grant Customer usage of the full feature set of the *Employee Records* solution. PowerSchool reserves the right to audit the usage of other features and charge fees up to the list price of the full *Employee Records* solution if Customer purchased “Unified Talent Contract Management Express” but did not appropriately limit its use to the Contracts feature, as set out herein.

2. STATE OR PROVINCIAL REPORTING CODE. PowerSchool makes no representation that the PowerSchool SIS, eSchoolPLUS, iNOW SIS, or Trillium SIS products include any SRC or PRC designed to meet the reporting requirements of Customer’s state or province, as applicable. If PowerSchool does offer SRC or PRC for Customer’s state or province, Customer acknowledges that the SRC or PRC is intended as a tool to assist Customer in complying with state or provincial regulatory requirements; however, PowerSchool does not warrant or guarantee that the SRC or PRC conforms to, or that use of the SRC or PRC will ensure Customer’s compliance with, all state or provincial regulatory requirements that may apply or that the SRC or PRC will be maintained to conform to such requirements now or in the future. It is Customer’s, and not PowerSchool’s, responsibility to understand and comply with all such requirements.

3. HARDWARE. If Customer is purchasing any hardware through PowerSchool, Customer acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Customer only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturers or other vendor’s warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third-party software being purchased by Customer through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool will have no liability whatsoever in connection with such claims.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

AGENDA ITEM: AGREEMENT WITH WINET PATRICK GAYER CREIGHTON & HANES

BACKGROUND INFORMATION:

The District desires to retain and engage Winet Patrick Gayer Creighton & Handles to perform legal, and upon request, non-legal consultant services on the District’s behalf. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such service are to be designated by the Superintendent of the District or designee.

RECOMMENDATION:

Approve/Ratify the agreement with Winet Patrick Gayer Creighton & Hanes for legal services as needed.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Per Rate on the
Agreement
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

LEGAL SERVICES RETAINER AGREEMENT

This agreement is by and between the San Ysidro School District, hereinafter known as "Client" and the firm of Winet Patrick Gayer Creighton & Hanes, A Law Corporation, hereinafter known as "Attorneys." This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.

Legal Services to be Provided:

Client retains Attorneys to defend Client against claims and lawsuits, as requested. Client specifically retains Attorneys to defend Client's interests in any legal matter arising out of lawsuits filed and assigned to attorneys.

Responsibilities of Attorneys and Client:

Attorneys will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorneys reasonably informed of any new developments and of changes to Client's address, telephone numbers and whereabouts, and timely make any payments required by this agreement.

Attorneys Fees and Costs:

Client will pay Attorneys for legal services provided under this agreement. Client agrees to pay Attorneys time as follows:

\$305.00 per hour	Partners
\$280.00 per hour	Associates

\$140.00 per hour

Paralegals

At the end of each month, Attorneys will send a statement to Client stating the amount of fees and costs that have been spent for that month. Attorneys will charge in increments of 1/10th of an hour rounded off for each particular activity to the nearest 1/10th of an hour. Minimum time charged for any particular activity will be 1/10th of an hour.

Client is responsible for all costs and expenses incurred by Attorneys in connection with Client's claim, including the following fees:

- Court filing fees
- Process Service fees
- Ordinary witness fees
- Investigators fees
- Fees to experts for consultation with Attorneys, and/or appearance at deposition or trial
- Court reporting and transcription fees
- Jury fees
- Video taping and other preparation of trial exhibits
- Messenger and mail expenses
- Travel expenses at actual cost
- Mileage at \$.50 per mile
- Long distance telephone charges
- Photocopying charges (at \$.25 per page)

Attorneys may advance any or all of such costs and expenses on Client's behalf, in which event Client agrees to reimburse Attorneys upon demand. Such reimbursement shall be made regardless of the outcome of the legal actions on Client's claim, or the amount recovered.

Client acknowledges that Attorneys have made no promises about the total amount of Attorneys' fees and costs to be incurred by Client under this agreement.

Settlement:

No settlement of any nature shall be made for any of the aforesaid claims without the complete approval of the Client. Client agrees that she will make no settlement except in the presence of Attorneys and with their approval.

Withdrawal or Substitution:

Attorneys may withdraw any time. Client understands that if Client does not make the payments specified in this agreement, Attorneys shall withdraw from the litigation. Client agrees to make the payments specified in this agreement, and will not oppose Attorneys' withdrawal from the claim if Client refuses to replenish the retainer upon Attorneys' request.

Cooperation of Clients:

Client shall cooperate with respect to noticed depositions and court appearances, and shall comply with reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid claims of Client, and/or the defense of the aforesaid claims against Client.

Attorneys' Authority:

Client hereby gives Attorneys the power and authority to execute any and all pleadings, claims, contracts, settlements, drafts, check, compromises, releases, dismissals, deposits, orders,

and other papers which Client could properly execute, with the exception of such documents for which Board approval is required..

Attorneys may receive in the name of Client any monies or other things of value which may properly be payable or deliverable to Client on account of any judgment recovered or any settlement agreed on in connection with the aforesaid claims of Client.

IT IS AGREED that Attorneys have made no guarantees regarding the successful termination of the case and all expressions relative to the merit of the case are only matters of Attorneys' opinion.

Errors and Omissions Coverage

In California, attorneys are required to state whether or not they have errors and omissions coverage in their Retainer Agreement. Attorneys represent that Attorneys carry errors and omissions coverage.

Contract Entered Into and Interpreted under California Law

The parties agree that this Agreement is entered into in California, and shall be interpreted under California law. If there is any dispute regarding the interpretation of this

Agreement, the proper forum for any dispute involving this Agreement is California, and the Agreement will be interpreted pursuant to California law.

THE FOREGOING IS AGREED TO BY:

Dated:

Board approved: _____

GINA A. POTTER, Ed.D., authorized
representative for San Ysidro School District

Dated:

**WINET PATRICK GAYER CREIGHTON &
HANES**

By: _____
RANDALL L. WINET
STEVEN A. TISI

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0049 BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Rosaleah Pallasigue was absent from the Regular Board Meetings of September 8, 2022, May 30, 2023 and June 8, 2023 and Special Board Meeting of September 13, 2022

RECOMMENDATION:

Adopt Resolution No. 22/23-0049 recognizing that Rosaleah Pallasigue was absent from the Regular Board Meetings of September 8, 2022, May 30, 2023 and June 8, 2023 and Special Board Meeting of September 13, 2022 due to illness and received the maximum monthly compensation for that month.

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 #

\$793.80

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

**RESOLUTION NO. 22/23-0049
BOARD COMPENSATION FOR MISSED MEETINGS**

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Rosaleah Pallasigue did not attend the Regular Board Meetings of September 8, 2022, May 30, 2023 and June 8, 2023 and Special Board Meeting of September 13, 2022, for the following reason(s): (check applicable reasons)

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of September 2022, May 2023 and June 2023.

PASSED AND ADOPTED THIS 10th day of August 2023 at a regular meeting, by the following vote:

AYES: _____ **NOES:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Attest:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0050 BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Irene Lopez was absent from the Organizational Meeting of December 12, 2022.

RECOMMENDATION:

Adopt Resolution No. 22/23-0050 recognizing that Irene Lopez was absent from the Organizational Meeting of December 12, 2022 due to illness and received the maximum monthly compensation for that month.

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 #

\$264.60

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

**RESOLUTION NO. 22/23-0050 ON
BOARD COMPENSATION FOR MISSED MEETINGS**

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Irene Lopez was absent from the Organizational Meeting of December 12, 2022, for the following reason(s): (check applicable reasons)

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of December 2022.

PASSED AND ADOPTED THIS 10th day of August 2023 at a regular meeting, by the following vote:

AYES: _____ **NOES:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Attest:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0052 BOARD COMPENSATION FOR MISSED MEETINGS

BACKGROUND INFORMATION:

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the Regular Board Meetings of May 30, 2023 and June 8, 2023 and Special Board Meeting of March 20, 2023.

RECOMMENDATION:

Adopt Resolution No. 22/23-0052 recognizing that Antonio Martinez was absent from the Regular Board Meetings of May 30, 2023, and June 8, 2023 and Special Board Meeting of March 20, 2023 due to illness and hardship and received the maximum monthly compensation for that month.

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 #

\$793.80
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD**

**RESOLUTION NO. 22/23-0052 ON
BOARD COMPENSATION FOR MISSED MEETINGS**

WHEREAS, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Antonio Martinez was absent from the Regular Board Meetings of May 30, 2023 (illness) and June 8, 2023(illness) and Special Board Meeting of March 20, 2023 (hardship), for the following reason(s): (check applicable reasons)

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of March 2023, May 2023 and June 2023. .

PASSED AND ADOPTED THIS 10th day of August 2023 at a regular meeting, by the following vote:

AYES: _____ **NOES:** _____ **ABSENT:** _____ **ABSTAIN:** _____

Attest:

Gina A. Potter, Ed.D., Superintendent
Secretary to the Board

Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE AGREEMENT WITH COLBI TECHNOLOGIES

BACKGROUND INFORMATION:

Our initial agreement with Colbi Technologies Inc. for Account-Ability software as a service was entered on April 15, 2022, and amended in May 2022 to add COLBIDocs software for document tracking.

The original agreement allowed for additional services at an hourly rate not to exceed \$165.00. This proposed amendment will allow up to \$170,000.00 for Facilities and Procurement Specialist Joanne Branch at a \$165.00/hr rate and up to \$115,000.00 for remote fiscal support at an hourly rate of \$125.00 to support our capital facilities program management and reporting. The value of this amendment is not to exceed \$285,000.00 through fiscal year 2023/24 ending June 30, 2024, at which time we will re-assess and may propose amending further if needed.

RECOMMENDATION:

Approve Amendment No. 2 with Colbi Technologies Inc. for professional services, including program management and reporting related to construction and facilities through June 30, 2024, for an amount not to exceed \$285,000.00 from the General Obligation Bonds and/or other available funding.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED

\$285,000.00

G.O. Bonds and/or other funding

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SECOND AMENDMENT TO
ACCOUNT-ABILITY SOFTWARE SERVICES AGREEMENT

This Amendment to Agreement, (hereinafter "Agreement") is entered into by and between the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to as "District", and **COLBI TECHNOLOGIES, INC.**, hereinafter referred to as "Consultant".

RECITALS

WHEREAS on April 15, 2022, District and Consultant entered into an Agreement whereby Consultant was to provide Account-Ability software as a service for a period of *YEARS* years; and

WHEREAS on May 31, 2022, District requested the addition of COLBI Docs software in support of their business processes; and

WHEREAS the District wishes to add optional consulting services as offered in Exhibit A to this Agreement in support of their capital building program; and

WHEREAS the District wishes to specify the specific services to be provided and the maximum cost of these services; and

WHEREAS for the foregoing reasons it is necessary to amend said Agreement to authorize the procurement of such additional services from Consultant, and to provide authorization for the payment of such services;

NOW THEREFORE, District and Consultant agree as follows:

1. Exhibit A is appended to add these new paragraphs:

“Facility Assistance Service Team (FAST):

Task 1) The Consultant shall provide the services of their Facilities and Procurement Specialist. The COLBI Facilities and Procurement Specialist will provide procurement expertise in support of the capital facility program and the Account-Ability software using proven processes with support from district procurement staff. Specific support for design/build procurement will be provided.

Additionally, in support of the full use of Account-Ability software, this Specialist will enter the capital facility program as directed by the District representative and modify it as needed while continuing training of District staff. This will include assistance to organize the plan of action for the capital program, providing data entry and advice related to project budgeting, project scheduling, program cash flow, and support to track and report program/project activities. The COLBI Facilities and Procurement Specialist will, if requested, support various meetings including Board and Bond Oversight Committee meetings.

Task 1) Estimated Fees @ \$165/Hour:

FY22/23 \$20,000

FY23/24 \$150,000

Task 2) Serving in a remote capacity using COLBIDocs, a highly qualified COLBI Consultant shall provide support the management of the Account-Ability software including contract and transaction entry, regular and annual reconciliation and support for reporting. Support will

also be provided to watch for, recommend and enter budget adjustments, and assist the District staff with all year end closing and re-opening activities.

Task 2) Estimated Fees @ \$125/Hour:
FY22/23 \$10,000
FY23/24 \$105,000

The maximum authorization for Tasks 1) and 2) herein is \$285,000. These overall fees are estimates based on anticipated use of FAST services as we move together to accomplish the work. The total FAST fees authorized herewith will not be exceeded without a written amendment to this Agreement. The Use of FAST services may be modified or discontinued at any time with reasonable notice.”

2. **Insurance.** Consultant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- Commercial General Liability Insurance, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The SYSD shall be Certificate Holder and named as Additional Insured.
- Workers' Compensation Insurance, (if applicable) as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Waiver of subrogation in favor of the District is required.
- Professional Liability Insurance, not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Automobile Liability Insurance: Personal transportation vehicles (private passenger vehicles) that are driven onto and parked on school property shall maintain California State minimum requirements.
- Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence or event with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

3. SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

The Consultant is responsible for ensuring that its 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.

Note: Most of the services provided by Consultant will be provided remotely. Should services require that Consultant or his/her designee/representative be on school facilities to perform services when students are present, the District's Assistant Superintendent of Admin. Leadership, School Support & Safety or designee shall accompany Consultant throughout their visit. Otherwise Fingerprinting and TB Clearance requirements shall apply.

All other terms and conditions in said Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be signed in their behalf by their duly authorized representatives.

COLBI TECHNOLOGIES, INC
TUSTIN, CA

SAN YSIDRO SCHOOL DISTRICT
SAN YSIDRO, CA

By: _____
Lettie Boggs, CEO

By: _____
Marilyn Adrianzen, Chief Business Official

Date: _____

Date: _____

The above consultant is a corporation.

Federal Tax I.D. #01-0679534

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 10, 2023

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

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

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CHRISTINA BECKER FOR PROFESSIONAL SERVICES

BACKGROUND INFORMATION:

The District would like to enter into a contract with Christina Becker for professional services as needed to support the District’s capital facility and maintenance programs. Christina Becker has a vast amount of professional experience and will provide professional support related to various aspects of capital facility and maintenance programs, including (not an exhaustive list):

- Review of plans and specifications for submission to the Department of State Architect (DSA)
- Review of design, engineering, and various business contract change proposals and proposed construction change orders
- Assist with and recommend various facility grant program applications and funding sources and eligibility recommendations upon request.

RECOMMENDATION:

Approve agreement with Christina Becker for professional services at a rate of \$185.00 per hour, but not to exceed \$30,000.00 from the General Obligation Bonds and/or other funding sources.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

NOT TO EXCEED

\$30,000.00

G.O. Bonds and/or other funding

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
CHRISTINA BECKER**

1. Parties and Date.

This Agreement ("Agreement") is made as of the final signature hereto, by and between **SAN YSIDRO SCHOOL DISTRICT** ("DISTRICT") and **CHRISTINA BECKER** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of DISTRICT.

2.2 **Project.** DISTRICT desires to engage Consultant to render its services for providing as-needed consulting services in support of the district's capital facility and maintenance programs (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term and Maximum Fee.** The term of this Agreement shall be from the date of final signature hereto and shall expire **June 30, 2025**. The maximum fees allowed for this contract is **\$30,000**. The Parties may mutually agree to extend this term and maximum value only by written and board approved amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. DISTRICT retains Consultant on an independent contractor basis and Consultant is not an employee of DISTRICT. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of DISTRICT and any and all applicable regulatory State agencies, and shall be the property of DISTRICT.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to DISTRICT, whether or not such reports must be submitted to the DISTRICT.

(d) Work Authorization. Consultant shall obtain from DISTRICT a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with DISTRICT staff in the performance of Services and shall be available to DISTRICT's staff, consultants and other staff at all reasonable times.

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

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the DISTRICT in writing.

(i) **INSURANCE:** Consultant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- i. Commercial General Liability Insurance, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The DISTRICT shall be Certificate Holder and named as Additional Insured.
- ii. Workers' Compensation Insurance (if applicable), as required by California law, on all of its employees engaged in work related to the performance of this Agreement as applicable. Waiver of subrogation in favor of the DISTRICT is required.

- iii. Automobile Liability Insurance: Personal transportation vehicles (private passenger vehicles) that are driven onto and parked on school property shall maintain California State minimum requirements.
- iv. Professional Liability Insurance: shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

(1) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(ii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(iii) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the DISTRICT.

(iv) Verification of Coverage. Consultant shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

(j) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(k) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the DISTRICT may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

(c) Invoicing and Payment Terms. Consultant shall furnish DISTRICT with an invoice on no more than a monthly basis reflecting hourly services performed and expenses if authorized in advance. The invoice shall detail the services provided aligned with the scope of work and proposal details and as per Fee Schedule attached and incorporated herewith as Exhibit B. Consultant agrees to identify the specific site or construction project name when applicable and associated hours. Payment shall be net thirty (30) days from the date services were received and accepted, or the date of the invoice, whichever is later..

(d) Extra Work. At any time during the term of this Agreement, DISTRICT may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by DISTRICT to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from DISTRICT.

3.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The DISTRICT may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the DISTRICT shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without DISTRICT's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. DISTRICT may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered

to DISTRICT, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, DISTRICT may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Christina Becker
6112 Dehesa Rd.
El Cajon, CA 92019
CBECKERSCHOOLPLANNING@GMAIL.COM
619-219-4972

DISTRICT:

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd.
San Ysidro CA 92173
Attn: Dr. Jose Iniguez
Jose.iniguez@sysdschools.org

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the DISTRICT, except that Consultant shall have the right to retain copies of all such documents and data for its records. DISTRICT shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk and

provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the DISTRICT, or such other agency or entity as directed by DISTRICT or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by DISTRICT. Should DISTRICT wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the DISTRICT within forty-eight (48) hours of its request.

(f) Indemnification.

(i) Indemnity by Consultant. Consultant shall defend DISTRICT against any third-party claims arising out of (i) Consultant's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Consultant of this Agreement, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Consultant. Consultant may settle, at its sole expense, any claim for which Consultant is responsible under this Section.

(ii) Indemnity by DISTRICT. DISTRICT shall defend Consultant against any third-party claims arising out of (i) any actual or alleged DISTRICT negligence, willful misconduct, or violation of law, (ii) any breach by DISTRICT of this Agreement and indemnify Consultant from the resulting damages. Consultant shall give prompt notice of any claim to DISTRICT. DISTRICT may settle, at its sole expense, any claim for which DISTRICT is responsible under this section, subject to the reasonable approval of Consultant. Consultant may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Consultant.

(g) California Labor Code Requirements.

(i) Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(ii) If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(iii) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the DISTRICT. Consultant shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

(h) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

(i) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(j) Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the DISTRICT. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the DISTRICT.

(k) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(l) DISTRICT's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(m) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of DISTRICT.

(n) Amendments. This Agreement may not be amended except by a writing signed by the DISTRICT and Consultant.

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

(p) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

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

(r) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of DISTRICT's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(s) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the DISTRICT's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the DISTRICT's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the DISTRICT's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

Note: Most services will be provided remotely. Should services require that Consultant be on school facilities to perform the services when students are present, the District’s Assistant Superintendent of Admin Leadership, School Support & Safety or designee shall accompany Consultant throughout their visit. Otherwise Section 3.6 (s) Fingerprinting Requirements shall apply.

(t) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(u) Drug/Tobacco-Free Facilities. All DISTRICT facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of DISTRICT facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the DISTRICT Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

(y) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

SAN YSIDRO SCHOOL DISTRICT

CHRISTINA BECKER

Dated _____, 20____

Dated: _____, 20____

Signature: _____

Signature: _____

Print Name: Marilyn Adrianzen

Print Name: Christina Becker

Print Title: Chief Business Official

Print Title: Self

Board approved: _____

Federal Tax 1.0. /SS Number:

Redacted SS#. Please see submitted 1099

**EXHIBIT A
SCOPE OF SERVICES**

Provide as-needed consulting services in support of the district's capital facility and maintenance programs.

Including when requested of consultant:

On-call phone and email support for when DISTRICT has questions or needs best practice discussions.

Assistance with the creation of a district-wide Facilities Maintenance Plan.

Review/comment on the District Standards upon request.

Brief review of plans and specifications as they are being prepared by others for DSA submission, schematic, preliminary, design development DD, and Construction bid sets. Review for compliance of District standards and best practices for future maintenance.

Reviews of design, engineering and various business contract change proposals and proposed construction change orders.

Assist with and recommend various facility grant program application funding sources and eligibility recommendations upon request.

A brief review of existing SYSD Facilities and properties and an overview assessment of all facilities upon request.

Brief review of proposed project budgets upon request.

Other related consulting as may be mutually agreed to.

End of Exhibit A

EXHIBIT B
COMPENSATION FOR PROFESSIONAL SERVICES

Maximum fees shall not-to-exceed **\$30,0000**. Work is to be billed on a time and materials basis.

All work shall be billed based on the following rate schedule:

\$185.00 per hour; billed at 15-minute increments (Billing rate for 2023/2024 FY) Increases after the 2023/2024 FY are limited to 5% and only with mutual agreement in advance via a letter of understanding signed by both parties.

It is understood that the majority of work will be provided remotely. Should more than two monthly onsite visit or meeting be required, mileage will be tracked and invoiced per the IRS standard mileage rate. Advanced approval for mileage will be assumed when DISTRICT requests/authorizes a site visit or attendance at onsite meetings.

End of Exhibit B

Exhibit B