

San Ysidro School District Governing Board

AGENDA

Thursday
August 12, 2021
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.

**Smythe School
Auditorium
1880 Smythe Ave
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 15, 2021
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 15, 2021, to conduct its business meeting at **Vista Del Mar Middle School - Auditorium, 4885 Del Sol Blvd, San Diego, CA 92154**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICTS NOS. 1, 2, AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.

MINUTES

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

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President

Mrs. Rosaleah Pallasigue, Board Clerk

Mr. Humberto Gurmilan, Member - *Arrived at 5:02 p.m.*

Mrs. Irene Lopez, Member - *Arrived at 5:03 p.m.*

3. AGENDA

The Board approved the agenda.

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

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 Vice-President Rudy Lopez made a motion to recess to Closed Session, seconded by Board Clerk Pallasigue. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

Name of Case: Erika Meza v. San Ysidro School District; Case Number: 37-2019-00053602

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

RECONVENED into OPEN SESSION at 6:08 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

6. CALL TO ORDER Who: President Martinez Time: 6:08 p.m.

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

Board Members Present:

Mr. Antonio Martinez, Board President

Mr. Rudy Lopez, Board Vice-President

Mrs. Rosaleah Pallasigue, Board Clerk

Mr. Humberto Gurmilan, Member

Mrs. Irene Lopez, Member

8. FLAG SALUTE by Antonio Martinez, Board President

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.

There were no public comments.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member I. Lopez, Commented: 1) She is glad to meet in person. 2) Hopes we can follow through and bring students back. 3) Would like more services and resources for our families. 4) Working together we can make this a successful district again. 5) Continue to be safe and cautious.

Board Member Gurmilan, Commented: 1) He is excited to meet in person. 2) Shared his gratitude for everyone that has been working hard since the last in person board meeting at Smythe School. We are an example to other districts of how to handle such a crisis. 3) We are not out of the woods yet, but we are getting there because of your hard work, leadership and the whole community that came together. 4) People see us as an example of how to run a district. Everyone has done a fantastic job.

Board Clerk Pallasigue, Commented: 1) Thanked staff and Principal Cevallos for hosting the board meeting. 2) She is looking forward to the coming year getting our Long Range Master Facilities Plan underway. 3) San Ysidro has shined making sure the community and children are getting fed properly and have the resources they need. Appreciates Veronica Medina who is always there to meet the needs of the community. 4) Would like to see the social and emotional needs of the children evolve in the coming years. 5) The coming year brings new challenges but there is light at the end of the tunnel. 6) We are looking forward to closely working with our unions to make sure everyone feels safe and ready to rebuild.

Board Vice-President Rudy Lopez, Commented: 1) Welcomed back everyone. 2) Welcomed Mr. DiCamillo, the consultant supporting the district with the development of the Long Range Master Facilities Plan and Implementation Plan.

Board President Martinez, Commented: 1) Thanked Principal Cevallos for hosting the board meeting. 2) We were one of the worst hit zip codes with COVID in the county. He is proud of our progress as a team. We are all in this together. 3) Thanked Veronica Medina for everything she does. He will attend her 6th Annual Resource Fair. 4) We will move forward working together.

Superintendent Potter, Commented: 1) Welcomed everyone back to the new school year. 2) She couldn't be more proud of the school district for the work that was done to save our students and families during the pandemic. 3) It's a monumental moment to meet in person. 4) We will welcome back staff on July 21st at Ocean View Hills School and thank them for going above and beyond for our students and families. 5) We will open our schools for full in person instruction for students on July 26, 2021.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of June 24, 2021.

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

11.2 SCHOOL START-TIMES DISTRICTWIDE (Farkas)

The Board approved the new school start-times for middle schools at 8:00 a.m. and elementary schools at 8:30 a.m.

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

11.3 AMEND COVID-19 SAFETY PLAN (Farkas)

The Board approved the amended San Ysidro School District updated COVID-19 Safety Plan in accordance with the revised California Department of Public Health school COVID safety guidance.

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

11.4 RESOLUTION NO. 21/22-0007 DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2021-22 (Adrianzen)

The Board approved Resolution No. 21/22-0007 designating Mr. Manuel Bojorquez, Principal of San Ysidro Middle School as the new authorized representatives to the respective ASB Account for fiscal year 2021-22.

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

11.5 RESOLUTION 21/22-0008 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR

COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2021-22 FISCAL YEAR
(Adrianzen)

The Board approved adoption of Resolution No. 21/22-0008 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2021-2022 fiscal year.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

11.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 6158 - INDEPENDENT STUDY (Farkas)

The Board approved the first reading and adoption of revised board policy and administrative regulation 6158 - Independent Study to include AB130 language: Procedures for tiered re-engagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the students' written agreement; A plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days; Daily live and synchronous instruction requirements.

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

11.7 LONG RANGE MASTER FACILITIES IMPLEMENTATION PLAN (Adrianzen)

The Board approved the Long Range Master Facilities Implementation Plan to provide the District with a roadmap that will help guide facilities decisions over the next 15 to 20 years. *(Mr. Jim DiCamillo of WLC Architects was available to answer questions from the Board.)*

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

11.8 APPROVE CALENDAR FOR CERTIFICATED CABINET POSITIONS (Gonzales)

The Board approved the 2021-2022 Certificated Cabinet Work Calendar.

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

11.9 2021-2022 REVISED CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Gonzales)

The Board approved the revised 2021-2022 Classified Management & Confidential Work Calendar.

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

11.10 MEMORANDUM OF UNDERSTANDING REGARDING CERTIFICATED STAFFING FOR EXPANDED LEARNING OPPORTUNITY WITH THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) (Gonzales)

The Board approved the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association regarding the staffing of the temporary positions created as a result of the Expanded Learning Opportunity (ELO) Grant for the 2021-2022 School Year.

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

12. CONSENT CALENDAR

The Board approved the Consent Calendar:

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

12A. PERSONNEL – CERTIFICATED

RECRUITMENT (Gonzales)

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

- 12A.1** Temporary Special Day Class Teachers
- 12A.2** Special Day Class Teachers
- 12A.3** Temporary Classroom Teacher K-8 (English)
- 12A.4** Temporary Classroom Teacher K-8 (Math)

EMPLOYMENT (Gonzales)

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

- 12A.5** Classroom Teachers
- 12A.6** Resource Specialist
- 12A.7** Temporary Classroom Teachers
- 12A.8** Temporary Intervention Support Teachers
- 12A.9** Temporary School Psychologist

RESIGNATION (Gonzales)

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

- 12A.10** Special Day Class Teacher

12B. PERSONNEL – MANAGEMENT

RESIGNATION (Gonzales)

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

- 12B.1** Principal - Elementary

12C. CURRICULUM & INSTRUCTION

12C.1 POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2021-2022 SCHOOL YEAR (Farkas)

The Board approved the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2021-2022 school year.

12C.2 PROFESSIONAL DEVELOPMENTS (González)

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

12D. BUSINESS

12D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period June 1, 2021 through June 30, 2021.

12D.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of June 2, 2021 through June 30, 2021 for a total expenditure of \$2,917,742.59.

12D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$1,235.00 to help support and enrich our educational programs.

12D.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2020-21 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the fourth quarter from April 1, 2021 to June 30, 2021 of the 2020-21 school year for submission to the San Diego County Office of Education.

12D.5 AMENDMENT NO. 2 TO THE FLEETWASH, INC. AGREEMENT (Farkas/Azevedo)

The Board approved/ratified the revised amendment to the Fleetwash, Inc. Agreement to provide washing of transportation vehicles during school year 2021-22 at an estimated annual cost of \$3,000.00 from the General fund.

12D.6 RENEWAL OF PURCHASE AGREEMENT WITH EXPLORELEARNING, LLC FOR THE GIZMOS ONLINE SOLUTION AS A SUPPLEMENTAL SCIENCE PROGRAM FOR MIDDLE SCHOOL STUDENTS (González)

The Board approved the renewal of the purchase agreement with ExploreLearning, LLC for the Gizmos online solution as a supplemental Science program for middle school students at the cost of \$3,900.00 from the Supplemental and Concentration fund.

12D.7 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2021-2022 FOR THE 21st CCLC PROGRAM (González/Calleros)

The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2021-22 at a cost of \$100,035.00 from the 21st Century Community Learning Centers grant.

12D.8 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE 2021-2022 ASES PROGRAM (González/Calleros)

The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites for fiscal year 2021-22 at a cost of \$874,819.88 from the After School Education and Safety (ASES) grant.

12D.9 CONSULTANT AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT TO PROVIDE CLIFTON ASSESSMENTS AND TRAINING TO DISTRICT STAFF (Farkas)

The Board approved/ratified the Consultant Agreement between the San Diego County Superintendent of Schools to provide Clifton Assessments and StrengthsFinder Training to all staff at the total cost of \$9,169.58 from the General fund.

12D.10 AGREEMENT WITH CSM CONSULTING INC. FOR ADDITIONAL SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM (Gonzalez/Adrianzen/Lewis)

The Board approved the agreement with CSM Consulting, Inc. for additional services related to the FCC Emergency Connectivity Fund Program at an annual amount not to exceed \$9,000.00 from the General fund.

12D.11 AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS (González/Madera)

The Board approved the agreement with AcademiCognitive Connections at a total amount up to \$21,120.00 from the Special Education fund.

12D.12 AGREEMENT WITH MYPT SAN DIEGO (González/Madera)

The Board approved the agreement with MyPT San Diego to provide physical therapy services for

students per their individualized education program for school year 2021-22 at an estimated cost up to \$40,000.00 from the Special Education fund.

12D.13 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH VARIOUS AGENCIES FOR 2021-2022 SCHOOL YEAR (González/Madera)

The Board approved the San Diego County Nonpublic Master Contracts with the above-mentioned agencies to provide specialized services for school year 2021-2022 at an estimated cost up to \$820,348.80 from the Special Education fund.

12D.14 AGREEMENT WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES (González/Madera)

The Board approved the Agreement with SBCS Corporation to provide Mental Health Services during school year 2021-22 at the estimated cost of \$225,000.00 from the Expanded Learning Opportunities Grant funds.

12D.15 AGREEMENT WITH PRIORITY NUTRITION CARE LLC FOR DIETETIC INTERNS (Gonzales/Zarzosa)

The Board approved the agreement with Priority Nutrition Care LLC for the purpose of providing Dietetic Interns supervised practice in the area of Nutrition and Dietetics (Internship Program).

12D.16 AGREEMENT WITH INCREASE SAFETY SERVICES (González/Madera)

The Board approved the agreement with Increase Safety Service to provide CPR, AED and First Aid Certification training to San Ysidro School District staff for school year 2021-2022 at a cost up to \$4,200.00 from the Special Education fund.

12D.17 SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP 2021-2022 (Potter)

The Board approved the San Diego County School Boards Association Membership for 2021-2022 at a cost of \$323.67 from the General fund.

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

13. ADJOURNMENT Time: 6:30 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 15, 2021

The Special Board Meeting began upon completion of the San Ysidro School District's Governing Board regular meeting which was scheduled to begin at 5:00 p.m., or as soon thereafter as practicable.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, July 15, 2021, to conduct its business meeting at **Vista Del Mar Middle School - Auditorium, 4885 Del Sol Blvd, San Diego, CA 92154.**

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 6:37 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Antonio Martinez, Board President
Mr. Rudy Lopez, Board Vice-President
Mrs. Rosaleah Pallasigue, Board Clerk
Mr. Humberto Gurmilan, Member
Mrs. Irene Lopez, Member

3. FLAG SALUTE by Antonio Martinez, Board President

4. AGENDA

The Board approved the agenda.

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

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- Roles of Board and Superintendent
- Governance Team Standards of Practice & Board Bylaws
- District Theme, Vision, Mission & Goals
- Operating Protocols and Board Policies
- Brown Act and Robert's Rule of Order
- Conflict of Interest
- Educational Services
- Business Services: District Adopted Budget

Board Member Irene Lopez made a motion to adjourn, seconded by Board Clerk Pallasigue. The vote was 5-0.

7. ADJOURNMENT Time: 8:25 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: GOVERNING ACCOUNTING STANDARDS BOARD (GASB)
STATEMENT NO. 75 - REPORT FOR FISCAL YEAR 2020-21

BACKGROUND INFORMATION:

Governing Accounting Standards Board (GASB) Statement 75 requires that districts determine the post employment benefits obligations every year. The GASB Actuarial Valuation Report summarizes the the San Ysidro School District's Other Post Employment Benefit (OPEB) for the fiscal year ending June 30, 2021 (measured at June 30, 2020). Nyhart prepared this report to meet employer financial accounting requirements under Governmental Accounting Standards Board (GASB) Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions). To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75.

RECOMMENDATION:

Information Only. *(A representative from Nyhart Company will be present to answer questions from the Governing Board.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No



GASB 75 INTERIM ACTUARIAL VALUATION

Fiscal Year Ending June 30, 2021

SAN YSIDRO SCHOOL DISTRICT

CONTACT

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July 2, 2021

**Marilyn Adrianzen
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173**

This report summarizes the interim GASB actuarial valuation for the San Ysidro School District 2020/21 fiscal year. To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions).

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.



Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.

Suraj M. Datta, FSA, MAAA
Consulting Actuary

John Mallows, FSA, MAAA
Valuation Actuary

Executive Summary

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2021 compared to the prior fiscal year as shown in the District's Notes to Financial Statement.

	As of June 30, 2020		As of June 30, 2021	
Total OPEB Liability	\$	17,019,214	\$	18,191,841
Actuarial Value of Assets	\$	0	\$	0
Net OPEB Liability	\$	17,019,214	\$	18,191,841
Funded Ratio		0.0%		0.0%

	FY 2019/20		FY 2020/21	
OPEB Expense	\$	1,348,578	\$	1,498,355
Annual Employer Contributions	\$	470,127	\$	455,913

	As of June 30, 2020		As of June 30, 2021	
Discount Rate		3.15%		2.66%
Expected Return on Assets		N/A		N/A

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2020/21	FY 2019/20	FY 2018/19	FY 2017/18
Total OPEB Liability				
Total OPEB Liability - beginning of year	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634	\$ 13,730,460
Service cost	801,272	691,833	684,496	661,989
Interest	554,220	544,221	507,697	482,353
Change of benefit terms	0	0	0	0
Changes in assumptions	704,854	590,377	(131,692)	0
Differences between expected and actual experience	(431,806)	570,501	0	0
Benefit payments	(455,913)	(470,127)	(431,726)	(411,168)
Net change in total OPEB liability	\$ 1,172,627	\$ 1,926,805	\$ 628,775	\$ 733,174
Total OPEB Liability - end of year	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634
Plan Fiduciary Net Position				
Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0	\$ 0
Contributions - employer	455,913	470,127	431,726	411,168
Contributions - active employees	0	0	0	0
Net investment income	0	0	0	0
Benefit payments	(455,913)	(470,127)	(431,726)	(411,168)
Trust administrative expenses	0	0	0	0
Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0	\$ 0
Net OPEB Liability - end of year	\$ 18,191,841	\$ 17,019,214	\$ 15,092,409	\$ 14,463,634
Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%	0.0%
Covered employee payroll	\$ 33,919,198	\$ 32,931,260	\$ 30,005,000	\$ 30,005,000
Net OPEB liability as % of covered payroll	53.6%	51.7%	50.3%	48.2%

* FY 2020/21 covered payroll is based on FY 2019/20 covered payroll increased by the general wage inflation rate (3.00%).

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

OPEB Expense

OPEB Expense	FY 2020/21	FY 2019/20
Discount Rate		
Beginning of year	3.15%	3.50%
End of year	2.66%	3.15%
Service cost	\$ 801,272	\$ 691,833
Interest	554,220	544,221
Change of benefit terms	0	0
Projected earnings on OPEB plan investments	0	0
Reduction for contributions from active employees	0	0
OPEB plan administrative expenses	0	0
Current period recognition of deferred outflows / (inflows) of resources		
Differences between expected and actual experience	\$ 15,411	\$ 63,389
Changes in assumptions	127,452	49,135
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total current period recognition	\$ 142,863	\$ 112,524
Total OPEB expense	\$ 1,498,355	\$ 1,348,578

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense:

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 570,501	9	\$ 63,389	\$ 443,723
June 30, 2021	\$ (431,806)	9	\$ (47,978)	\$ (383,828)

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ (131,692)	8	\$ (16,462)	\$ (82,306)
June 30, 2020	\$ 590,377	9	\$ 65,597	\$ 459,183
June 30, 2021	\$ 704,854	9	\$ 78,317	\$ 626,537

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Deferred Outflows / (Inflows) of Resources (Continued)

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2021
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 0	N/A	\$ 0	\$ 0
June 30, 2021	\$ 0	N/A	\$ 0	\$ 0

As of fiscal year ending June 30, 2021	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 443,723	\$ (383,828)
Changes in assumptions	1,085,720	(82,306)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Contributions subsequent to the measurement date	588,470	N/A
Total	\$ 2,117,913	\$ (466,134)

Annual Amortization of Deferred Outflows / (Inflows)

The balances as of June 30, 2021 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below. Balances shown below do not include the recognition of any deferred outflows for contributions subsequent to the measurement date.

FYE	Balance
2022	\$ 142,863
2023	\$ 142,863
2024	\$ 142,863
2025	\$ 142,863
2026	\$ 142,867
Thereafter	\$ 348,990

GASB Disclosures

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2021, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 2.66%.
- The 1% decrease in discount rate would be 1.66%.
- The 1% increase in discount rate would be 3.66%.

As of June 30, 2021	Net OPEB Liability
1% Decrease	\$ 19,701,707
Current Discount Rate	\$ 18,191,841
1% Increase	\$ 16,778,986

The following presents the Net OPEB Liability as of June 30, 2021, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 6.25%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 5.25%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 7.25%, decreasing to an ultimate rate of 5.50%.

As of June 30, 2021	Net OPEB Liability
1% Decrease	\$ 16,143,281
Current Trend Rates	\$ 18,191,841
1% Increase	\$ 20,575,849

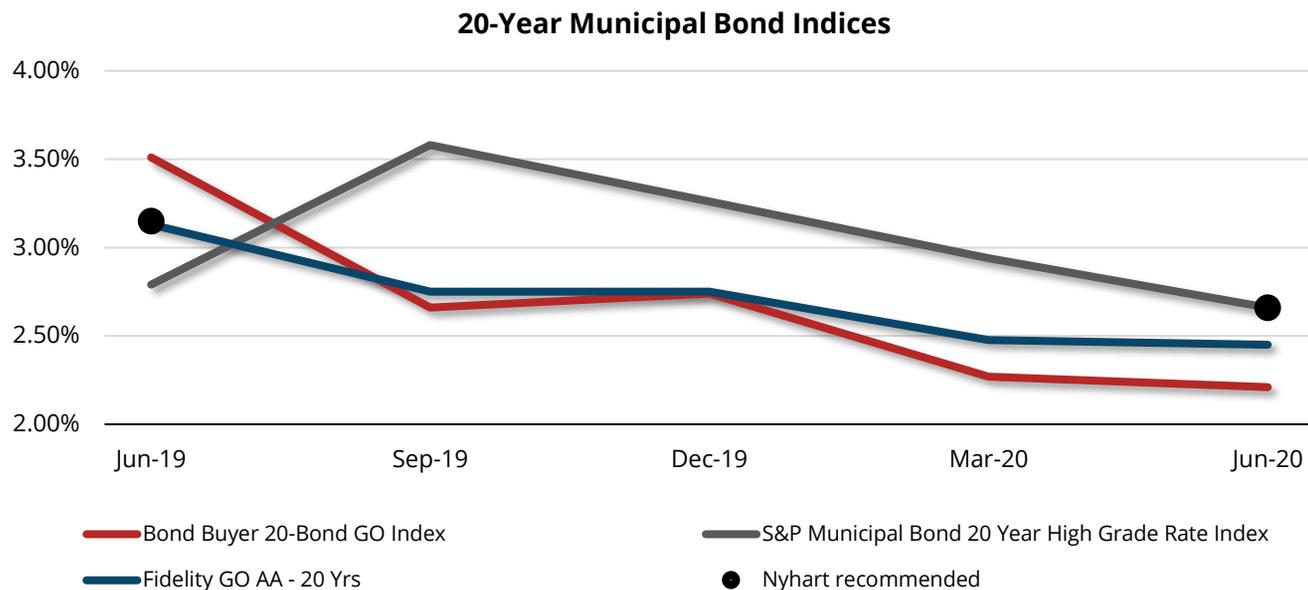
Discussion of Discount Rates

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20-Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of July 1, 2019	3.51%	2.79%	3.13%	2.79% - 3.51%	3.15%
Yield as of June 30, 2020	2.21%	2.66%	2.45%	2.21% - 2.66%	2.66%



Summary of Key Actuarial Assumptions

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

For a complete summary of actuarial methods and assumptions, refer to the GASB 75 actuarial valuation report for the fiscal year ending June 30, 2020.

Measurement Date	For fiscal year ending June 30, 2021, a July 1, 2019 measurement date was used.			
Actuarial Valuation Date	July 1, 2019 with results actuarially projected on a “no gain / no loss” basis to get to the June 30, 2020 measurement date. Liabilities as of July 1, 2019 are based on an actuarial valuation date of July 1, 2019.			
Discount Rate	3.15% as of July 1, 2019 and 2.66% as of June 30, 2020 for accounting disclosure purposes Refer to the Discussion of Discount Rates section for more information on selection of the discount rate.			
	For the current valuation, the discount rate was selected as the maximum of the range of discount rates shown in the table on page 9, which is consistent with Nyhart’s standards of practice for discount rate selection. The discount rate used in the prior valuation used an average of the three municipal bond indices listed on page 9 as of the June 30, 2019 measurement date.			
Payroll Growth	3.00% per year			
Inflation Rate	2.80% per year			
Cost Method	Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where: <ul style="list-style-type: none"> • service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant’s benefit at retirement; and • annual Service Cost is a constant percentage of the participant’s salary that is assumed to increase according to the Payroll Growth. 			
Health Care Trend Rates	FYE	Rates	FYE	Rates
	2019	Actual	2024	5.25%
	2020	6.25%	2025	5.00%
	2021	6.00%	2026	4.75%
	2022	5.75%	2027+	4.50%
	2023	5.50%		
Retiree Contributions	Retiree contributions are assumed to increase according to health care trend rates.			

Actuary's Notes

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Interim year valuation results have been projected from the prior year's valuation, with adjustments for:

1. Actual Premium increases from 2019/20 to 2020/21. Making this change resulted in a decrease in liabilities.
2. Updating the discount rate from 3.15% as of July 1, 2019 to 2.66% as of June 30, 2020. See the Discussion of Discount Rate section for more information. Making this change resulted in an increase in liabilities.

Premium Rates

For its medical coverage, the District participates in the California Schools VEBA which is considered a community-rated plan. Premium rates may vary by coverage tier and Medicare eligibility. The following table summarizes the current monthly medical premiums which represent the full cost of coverage for the retiree. The District pays the cost of retiree only coverage for the plan in which the retiree is enrolled. All premiums are effective for the calendar year.

2020 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 618.00	\$1,219.00
United Healthcare HMO Network 1	\$ 739.00	\$1,448.00
United Healthcare HMO Network 2	\$1,004.00	\$1,972.00
SIMNSA	\$ 241.00	\$ 421.00

2020 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 632.00	\$1,247.00
United Healthcare HMO Network 1	\$ 738.00	\$1,446.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 241.00	\$ 421.00

2021 Certificated	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 657.00	\$1,299.00
United Healthcare HMO Network 1	\$ 760.00	\$1,490.00
United Healthcare HMO Network 2	\$1,034.00	\$2,030.00
SIMNSA	\$ 241.00	\$ 421.00

2021 Classified and Management	Retiree Only	Retiree Plus Spouse
Kaiser HMO \$10	\$ 672.00	\$1,329.00
United Healthcare HMO Network 1	\$ 759.00	\$1,488.00
United Healthcare HMO Network 2	N/A	N/A
SIMNSA	\$ 241.00	\$ 421.00

Appendix

San Ysidro School District Interim GASB 75 Valuation for Fiscal Year Ending June 30, 2021

Valuation Results Summary

Below is the summary of the GASB results for fiscal year ending June 30, 2021 based on the Entry Age Normal Level % of Pay cost method with a discount rate of 2.66%.

Present Value of Employer Contributions	Explicit	Implicit	Total
Active	\$ 15,142,679	\$ 12,109,726	\$ 27,252,405
Retirees	\$ 913,702	\$ 722,803	\$ 1,636,505
Total	\$ 16,056,381	\$ 12,832,528	\$ 28,888,910

Total (Accrued) OPEB Liability	Explicit	Implicit	Total
Active	\$ 9,198,900	\$ 7,356,436	\$ 16,555,336
Retirees	\$ 913,702	\$ 722,803	\$ 1,636,505
Total	\$ 10,112,602	\$ 8,079,239	\$ 18,191,841

Projected Employer Contributions	Explicit	Implicit	Total
2020	\$ 273,364	\$ 182,549	\$ 455,913
2021	\$ 351,009	\$ 237,460	\$ 588,469
2022	\$ 402,021	\$ 283,701	\$ 685,722
2023	\$ 466,758	\$ 345,532	\$ 812,290
2024	\$ 533,925	\$ 409,178	\$ 943,103
2025	\$ 563,534	\$ 433,774	\$ 997,308
2026	\$ 661,229	\$ 511,537	\$ 1,172,766
2027	\$ 699,159	\$ 550,115	\$ 1,249,274
2028	\$ 705,816	\$ 557,382	\$ 1,263,198
2029	\$ 704,654	\$ 573,147	\$ 1,277,801

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0009 DESIGNATING AUTHORIZED AGENTS TO THE PROTECTED INSURANCE PROGRAM FOR SCHOOLS (P.I.P.S.) JOINT POWERS AUTHORITY

BACKGROUND INFORMATION:

The District's goals are to reduce San Ysidro School District's overall workers' compensation costs and to transfer the risk away from the District unlike our current model. This will eliminate the potential for a deficit and better protect the District's fiscal resources. In addition, it is our desire to obtain risk management and loss control services as part of our program.

The Protected Insurance Program for Schools (PIPS) is a self insurance program that integrates risk transfer to reinsurers and risk retention by it's members. This unique structure provides catastrophic protection in excess of the 99% probability level. This Joint Power Authority (JPA) is the largest workers compensation JPA of it's kind in the United States. The PIPS JPA is comprised of more than 450 California Public Schools and Community Colleges.

RECOMMENDATION:

Approve and adopt Resolution No. 21/22-0009 designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized representatives to the Protected Insurance Program for Schools Joint Powers Authority (PIPS JPA).

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-22 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

RESOLUTION NO. 21/22-0009

**DESIGNATING AUTHORIZED AGENTS
TO THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS JOINT POWERS AUTHORITY**

WHEREAS, California school and college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of San Ysidro School District declares its continued membership in the Protected Insurance Program for Schools Joint Powers Authority and appoints Marilyn Adrianzen, as its official representative to the Protected Insurance Program for Schools Joint Powers Authority and Dr. Gina A. Potter as the alternate representative.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District this 12th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Rosaleah Pallasique, Clerk of Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Date: _____

Clerk of Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0010 DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND JOINT POWERS AUTHORITY

BACKGROUND INFORMATION:

The District's goals are to reduce risk management program costs, enhance and broaden coverage and receive integrated services, i.e loss control, on-line training and risk management assistance.

On May 2016, the Governing Board approved the membership with the Southern California Regional Liability Excess Fund Joint Powers Authority (SCR ReLiEF JPA) and its authorized representatives.

RECOMMENDATION:

Approve and adopt Resolution No. 21/22-0010 designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized representatives to the Southern California Regional Liability Excess Fund Joint Powers Authority.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-22 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 20/21-0010**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT
DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA
REGIONAL LIABILITY EXCESS FUND (ReLiEF) JOINT POWERS AUTHORITY (JPA)**

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, an Authorized Agents be appointed to execute appropriate documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District declares continued membership in the Southern California ReLiEF Joint Powers Authority and appoints Marilyn Adrianzen, Chief Business Official (primary representative) and Gina A. Potter, Superintendent (alternate) as duly authorized agents to execute appropriate documents on behalf of San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 12th day of August 2021, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Rosaleah Pallasigue, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0011 REQUESTING A TEMPORARY TRANSFER OF FUNDS FOR FISCAL YEAR 2021-22

BACKGROUND INFORMATION:

Education Code section 42620 provides that the County Treasurer can loan funds to school districts in the event the school district runs short of cash. In order to get over the cash shortages, school districts can borrow up to 85% of the Property Taxes (up to \$18,752,700) accruing to the district by June 30, 2022, and be repaid when the property tax payments for 2022 are received.

The District has determined that it is necessary to have this authorization in place in the event that the District runs short on funds during fiscal year 2021-22 in order to meet the District's obligations.

On June 24, 2021, the Governing Board approved Resolution No. 20/21-0037 for a Temporary Transfer of Funds. The Resolution was revised; therefore, Resolution No. 21/22-0011 is being submitted to reflect these changes.

RECOMMENDATION:

Adopt Resolution No. 21/22-0011 and approve the agreement with the County of San Diego requesting a Property Tax Temporary Transfer of Funds from the County Treasury as needed for fiscal year 2021-22. *Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**RESOLUTION NO. 21/22-0011
PROPERTY TAXES**

**RESOLUTION OF GOVERNING BOARD OF SAN YSIDRO SCHOOL DISTRICT
REQUESTING TEMPORARY TRANSFER OF FUNDS**

On motion of member _____, seconded by member _____ the following resolution is adopted:

WHEREAS, the California Constitution, Article XVI, Section 6 and Education Code section 42620 or 85220 provide that the Treasurer of the County of San Diego (Treasurer) shall have the power and it shall be his duty to make such temporary transfer from the funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any district whose funds are in his custody and are paid out solely through his office; such temporary transfer of funds shall be made only upon resolution adopted by the governing board of the County to make such temporary transfer; such temporary transfer of funds shall not exceed 85% of anticipated revenue accruing to the District, shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year, and shall be replaced from the revenues accruing to such District before any other obligation of the District; and

WHEREAS, on June 24, 2021, the governing board will/has:

- _____ Adopt(ed) a tentative budget (community college only)
- _____ Adopt(ed) a final budget (community college only)
- x Adopt(ed) an original budget (K-12 school district only)
- _____ Adopt(ed) a revised budget (community college or K-12 school district)

for this District for the fiscal year 2021-22 pursuant to the provisions of Education Code sections 42127 or 70901, and the revenue type(s) accruing to the District for said fiscal year are estimated to be as follows:

	<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>	
<u> x </u>	Property Taxes	\$ <u>22,062,000</u>	
_____	Principal Apportionment(s)	\$ _____	
_____	Education Protection Account	\$ _____	
		\$ <u>22,062,000</u>	Total

and

WHEREAS, the revenue type(s) and amount(s) accrued to this District during the 2020-21 fiscal year were as follows:

	<u>Revenue Type(s)</u>	<u>Estimated Amount(s)</u>	
<u> x </u>	Property Taxes	\$ <u>22,062,000</u>	
_____	Principal Apportionment(s)	\$ _____	
_____	Education Protection Account	\$ _____	
		\$ <u>22,062,000</u>	Total

and

WHEREAS, it is necessary to provide funds for meeting obligations incurred for maintenance purposes by this District; AND NOW THEREFORE

RESOLUTION NO. 21/22-0011
PROPERTY TAXES

IT IS RESOLVED AND ORDERED pursuant to the provisions of the California Constitution, Article XVI, Section 6, and Education Code section 42620 or 85220 as follows:

1. The Board of Supervisors of the County of San Diego is requested to direct the Treasurer to make a temporary transfer from the funds in his custody on or before the last Monday in April, 2022 to this District to meet obligations incurred for maintenance purposes in the amount of \$18,752,700.00 which does not exceed a total of 85% of remaining:

Revenue Type(s)

<u> </u> x <u> </u>	Property Taxes
<u> </u>	Principal Apportionment(s)
<u> </u>	Education Protection Account

accruing to the District by June 30, 2022, as certified by the District Superintendent and verified by the County Auditor and Controller.

2. Funds will be transferred to this District by the Treasurer in sums as requested by the District Superintendent and certified by him/her to be necessary to provide funds for meeting the obligations incurred for maintenance purposes by the District not to exceed the maximum amount herein specified, provided the Treasurer determines that funds in his custody are available for such transfers.
3. Repayment of the funds is anticipated to be made from the:

Revenue Type(s)

<u> </u> x <u> </u>	Property Taxes
<u> </u>	Principal Apportionment(s)
<u> </u>	Education Protection Account

accruing to the District, however the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the County of San Diego Investment Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

4. The Clerk/Secretary of this Board is directed to file a copy of this resolution with the Board of Supervisors, the County Superintendent of Schools, the County Auditor and Controller, and the County Treasurer-Tax Collector.
5. Authorize the District Superintendent or designee to sign a Temporary Transfer Agreement consistent with the terms of this Resolution.

**RESOLUTION NO. 21/22-0011
PROPERTY TAXES**

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 12th day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, Gina A. Potter, Clerk/Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Board at a meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the office of said Board.

Date

Clerk/Secretary of the Governing Board

**TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES**

This Temporary Transfer Agreement (Agreement) is made and effective this 12th day of August 2021, by and between the County of San Diego, California (County) and San Ysidro School District (District).

RECITALS

WHEREAS, by Resolution No. 21/22-0011 of its Board of Trustees (attached as Exhibit A), the District has requested the Board of Supervisors to make a temporary transfer (Transfer) of monies to meet its current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer (Treasurer) shall have the power and the duty to authorize temporary transfers of monies upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Administrative Ordinance Section 119.1 et seq. (Ordinance) has authorized and directed the Auditor and Controller and the County Treasurer-Tax Collector to make the Transfer to the District in accordance with the terms of the Ordinance; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's authorization of the Transfer and its repayment by the District.

AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District's written request, the Treasurer will authorize such Transfer and the Auditor and Controller will transfer to the District, subject to review and approval, the amount requested within 30 days from the District's Transfer request, provided however, that in no event shall the total amount of all Transfers made in accordance with this Agreement exceed 85% of the remaining revenue type(s), shown below, accruing to the District through June 30, 2022, prorated as of the date of the written request.

Revenue Type(s)

<u> x </u>	Property Taxes
<u> </u>	Principal Apportionment(s)
<u> </u>	Education Protection Account

The written request must contain the amount requested and documentation must be provided demonstrating that the amount requested is necessary to meet current maintenance expenses. Where indicated in the table below, such documentation shall include detailed cash flows for the applicable period that support maintenance expenses and anticipated revenues. Required supporting documentation by revenue type is also presented in the table below.

**TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES**

Documentation		
Revenue Type	Description of Documentation Needed	Found in Exhibit
Property Taxes	Not Needed. The necessary documents are compiled by the County of San Diego.	Not Applicable
Principal Apportionment(s)	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s) including deferred allocation(s).	Not Applicable
Education Protection Account	Cash Flows	Not Applicable
	Verifiable State documents supporting State allocation(s).	Not Applicable

The amount requested must be reviewed and approved by the County Auditor and Controller. An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made after April 25, 2022.

The Transfer will be made from and limited to the County of San Diego Investment Pool (Pool).

Section 2. **Deposit of Transfer.** Any Transfer made by the Treasurer to the District shall be deposited in the District’s General Fund (Fund) for the purpose of lending funds to the District to meet its maintenance obligations.

Section 3. **Repayment; Interest.** Repayment of the funds is anticipated to be made from the revenue type(s) identified in Section 1, accruing to the District. However the District recognizes that the source of repayment may be from other revenues accruing to the District before any other obligation. Interest on any transferred funds will accrue and be payable by the District, at the greater of the same interest rate the Pool is earning or a proxy TRAN cost as determined by the market until the entire amount transferred is repaid. Each month, the appropriate interest rate to be used will be identified, and the resulting calculated interest will be charged.

Upon receipt and deposit, the District agrees that the County may immediately transfer the cash from said revenues to the Pool’s Fund for the purpose of repaying the “temporary transfer of funds” obligations.

Section 4. **District Covenant.** The District represents and covenants with the County that the District’s anticipated revenue for fiscal year 2021-22, as documented in the attached exhibit referred to in Section 1, represents the District’s best estimate of the remaining revenues. The County Auditor and Controller shall review and approve the District’s anticipated revenue calculations included in these documents.

**TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES**

Section 5. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

If to the County:

Lauren Warrem, Chief Deputy Treasurer County of San Diego Treasurer-Tax Collector 1600 Pacific Highway, Room 101 San Diego, California 92101 619-531-5686 Lauren.Warrem@sdcounty.ca.gov	Brian Ruehle, Deputy Controller County of San Diego Auditor and Controller Department 5530 Overland Avenue, Suite 410 San Diego, California 92123 858-694-2199 Brian.Ruehle@sdcounty.ca.gov
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If to the District:

Gina A. Potter, Ed.D., Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3021 Gina.potter@sysdschools.org	Marilyn Adrianzen, CBO San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3004 Marilyn.adrianzen@sysdschools.org
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Section 6. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in San Diego, California.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 7. **Amendment or Modifications.** No amendment, modification or other alternation of this Agreement shall be valid unless in writing and signed by the parties.

**TEMPORARY TRANSFER AGREEMENT
PROPERTY TAXES**

Section 8. **Severability.** In the event that any provision of this agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 9. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

County of San Diego, California
Treasurer-Tax Collector

Date: _____

By: _____
Chief Deputy Treasurer

APPROVED AS TO FORM AND LEGALITY
Thomas E. Montgomery, County Counsel

Date: _____

By: _____
Senior Deputy

San Ysidro School District

Date: _____

By: _____
Marilyn Adrianzen
Chief Business Official

Board Approved:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
David Farkas, Ed.D.
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

Informational
 Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 6158 - INDEPENDENT STUDY

BACKGROUND INFORMATION:

The Governing Board revised and adopted BP/AR 6158 - Independent Study to include language from the new Assembly Bill (AB) 130. Revisions were part of the Virtual Learning Academy's Independent Study contract.

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

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

RECOMMENDATION:

Approve the first reading and adoption of revised board policy and administrative regulation 6158 - Independent Study to reflect new law (AB 130), which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2: Safety, climate, and student engagement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CSBA Sample Board Policy

REVISED

Instruction

BP 6158(a)

INDEPENDENT STUDY

Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students. Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified components-requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies, including loss of apportionment for independent study for districts found to be noncompliant.

In addition, Education Code 51749.5, as added by SB 858 (Ch. 32, Statutes of 2014), mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study beginning in the 2015-16 school year. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are

INDEPENDENT STUDY (continued)

unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, ~~a home-based format~~, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. **(Education Code 51747, 51749.5)** ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747, 5 CCR 11700)~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

Note: Pursuant to Education Code 46300, **as amended by AB 130**, the attendance of students participating in independent study for ~~three five~~ or more consecutive school days will be included in computing average daily attendance for apportionment purposes. The following **optional** paragraph is for use by districts that wish to limit independent study to periods of ~~three five~~ or more consecutive school days.

The minimum period of time for any independent study option shall be **three five** consecutive school days.

Written Agreements

~~Note: Education Code 51747 mandates that the Board adopt a policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study for five or more consecutive school days. As amended by SB 858 (Ch. 32, Statutes of 2014), Education Code 51747 provides that no independent study agreement can be valid for longer than one school year.~~

~~In addition, Education Code 51749.5, as added by SB 858, mandates that the Board adopt a policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.~~

INDEPENDENT STUDY (continued)

See the accompanying administrative regulation for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law and the accompanying administrative regulation. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed.

General Independent Study Requirements

Note: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee.

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to shall offer and approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

INDEPENDENT STUDY (continued)

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 **mandates** that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind ~~his/her~~ peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and **should be revised to reflect the length of time determined by the Board**. In order to ensure that apportionments are received, the length of time determined by the Board in its policy should be reflected in the district's written agreement. See the section on "**Master Agreement Written Agreements**" below ~~and in the accompanying administrative regulation.~~

Because excessive leniency in the duration of independent study assignments may result in a student falling behind ~~his/her~~ peers and increase the risk of dropping out of school, independent study assignments **shall be completed no more than one week after** assigned ~~no more than one week~~ for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

Note: Education Code 51747 **mandates** that the Board, in a public hearing, adopt a policy which specifies **the level of satisfactory educational progress and** the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. **The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.**

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.; ~~see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy.~~

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student **fails to make satisfactory educational progress and/or** misses three assignments. **Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)**

- 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060**
- 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments**
- 3. Learning required concepts, as determined by the supervising teacher**

INDEPENDENT STUDY (continued)**4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described below and defined in the accompanying administrative regulation. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction**
- 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction**
- 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week. This requirement only applies to students participating in an independent study program for 15 school days or more.

INDEPENDENT STUDY (continued)

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

- 1. Verification of current contact information for each enrolled student**
- 2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation**
- 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary**

Note: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying regulation.

- 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being**

Note: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, mandates that the Board to adopt a policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. ~~five or more consecutive school days. As amended by SB 858 (Ch. 32, Statutes of 2014),~~ Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. **For the 2021–22 school year only, the district is required to obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.**

INDEPENDENT STUDY (continued)

In addition, Education Code 51749.5, ~~as added by SB 858,~~ **mandates that** the Board **to** adopt **a** policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the **section "Master Agreement" below accompanying administrative regulation** for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement ~~and, as appropriate, a learning agreement for students participating in course-based independent study, exist~~ **exists** for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Note: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the California Department of Education.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the number of missed assignments allowed before an evaluation would be required to determine whether it

INDEPENDENT STUDY (continued)

~~is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.~~

~~The number of missed assignments that will trigger an evaluation must be included in the student's written agreement; see the accompanying administrative regulation. In order to ensure that apportionments are received, the district's written agreement should also be revised to reflect the number of assignments determined by the Board in its policy.~~

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

Master Agreement

Note: Education Code 51747 **mandates** that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of ~~five~~ **three** or more consecutive school days pursuant to Education Code 46300, **as amended by AB 130**, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study **pursuant to Education Code 51747**, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's ~~his/her~~ written permission.

However, for the 2021-22 school year the district must obtain a signed written agreement for independent study no later than 30 days after the first day of instruction, pursuant to Education Code 51747, as amended by AB 130.

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for ~~five~~ **three** or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

BP 6158(i)

INDEPENDENT STUDY (continued)

1. The frequency, time, place and manner for submitting the student's assignments, **reporting the student's academic progress, and reporting-communicating with a student's parent/guardian regarding the student's his/her academic progress**
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and **access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**

Note: **As described in the section "General Independent Study Requirements" above, pursuant Pursuant** to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. ~~See the accompanying Board policy.~~ **As amended by AB 130, Education Code 51747 also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.**

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, **the level of satisfactory educational progress, and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study**
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for ~~the an~~ elementary student grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. **A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be**

consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

87. A statement that independent study is an optional educational alternative in which no student may be required to participate

BP 6158(j)

INDEPENDENT STUDY (continued)

98. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

109. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. As a condition of offering this option, Education Code 51749.5 mandates that boards in the districts district adopt policies policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The ~~district's district shall offer a~~ course-based independent study program for students in grades K-12 **shall be** subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6

BP 6158(k)

INDEPENDENT STUDY (continued)

~~12.~~ Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

~~23.~~ Courses shall be annually certified by Board resolution to be of the same rigor and educational quality ~~as equivalent classroom-based courses and to provide intellectual challenge that is substantially equivalent to in-person, classroom based instruction,~~ and shall be aligned to all relevant local and state content standards. **For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. This** The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. **The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.**

~~34.~~ Students enrolled in ~~these independent study~~ courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, ~~and 46300.4, 47612, and 47612.1,~~ and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, **47612,** 48204, and 51747.3.

~~45.~~ Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, ~~satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher~~

providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

BP 6158(l)

INDEPENDENT STUDY (continued)

For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress **in an independent study class** is not being made, the teacher shall notify the student and, if the student is under age 18 years, **his/her the student's** parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether **he/she the student** should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

56. Examinations shall be administered by a proctor.

67. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

BP 6158(m)

INDEPENDENT STUDY (continued)

78. A student shall not be required to enroll in courses included in ~~this~~ **the course-based independent study program.**

89. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

910. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

~~10~~11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

~~11~~12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

~~12~~13. A student shall not be prohibited from participating in independent study solely on the basis that ~~the student he/she~~ does not have the materials, equipment, or ~~Internet~~ access to Internet **connectivity** necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to

return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Note: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

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INDEPENDENT STUDY (continued)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, ~~his/her~~ **the student's** parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

- 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5**
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, ~~including materials and personnel~~, that will be made available to the student, **including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work**
- ~~6. A statement that the student is not required to enroll in courses in this program~~
- 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be**

consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall

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INDEPENDENT STUDY (continued)

include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's

parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

BP 6158(p)

INDEPENDENT STUDY (continued)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

~~Student-Parent-Educator Conferences~~ ~~Teacher Conferences~~

Note: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying regulation for the definitions of student-parent-education conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment in or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

~~Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.~~

~~Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.~~

~~Home-Based Independent Study~~

Note: The following section is optional.

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Records for Audit Purposes

Note: Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the Guide for Annual Audits of K-12 Local Education

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INDEPENDENT STUDY (continued)

Agencies and State Compliance Reporting to the extent that these verifications are not yet included in the audit guide, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that **the teacher he/she** has personally evaluated the work or ~~that he/she has~~ personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. **Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)**
6. **Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a**

valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and

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INDEPENDENT STUDY (continued)

associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and other evaluations issued to assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

Note: Education Code 51747, as amended by SB 828 (Ch. 29, Statutes of 2016), authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

Note: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district

students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)
~~(cf. 6162.51 - State Academic Achievement Tests)~~

Legal Reference: (see next page)

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INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46600 Interdistrict attendance computation

46390-46393 Emergency average daily attendance

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-**6552** Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

~~19819 State audit compliance~~

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources: (see next page)

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INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

(7/10 12/14) 7/21

Policy Reference UPDATE Service

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Policy 6158: Independent Study

Status: DRAFT

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 07/15/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student,

parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health

supports.

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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

State References

5 CCR 11700-11703
 Ed. Code 17289
 Ed. Code 41020
 Ed. Code 41976.2
 Ed. Code 42238
 Ed. Code 42238.05
 Ed. Code 44865
 Ed. Code 46200-46208
 Ed. Code 46300-46307.1
 Ed. Code 46390-46393

Description

Independent study
 Exemption for facilities
 Audit guidelines
 Independent study programs; adult education funding
 Revenue limits
 Local control funding formula; average daily attendance
 Qualifications for home teachers
 Incentives for longer instructional day and year
 Methods of computing average daily attendance
 Emergency average daily attendance

Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Authorization affidavits

Federal References

20 USC 6301	Highly qualified teachers
20 USC 6311	State plan

Description

Management Resources References

CA Dept of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QoEQ==

Description

Cross References

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJlqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0IW17kzaIF57slshdzA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==

Description

3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3580	District Records - https://simbli.eboardsolutions.com/SU/sIGJYA28YslshNTQCMslshGcplum0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPIfTW5TQjPpTt55Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdlXi32NkoE8Q==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/sXmiPExcpyoFC82JNOLAdg==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/Z0Dyplus5qyorjeqq8Cv0xpw==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbuzP7KEplusPprg==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrpluslXuDXP09uw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/AVChH8plusSyslshvjzeplusGFxFJWA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/LBi913slshOg6sE9sNUUjspJA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVliBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2eslT8pQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrrQQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6112	School Day - https://simbli.eboardsolutions.com/SU/KSPkwap1CYkslshmjla6TAgAQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/dl8tzCplusUF3L6YYvzslshzRaiw==

- 6142.4 Service Learning/Community Service Classes -
<https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==>
- 6143 Courses Of Study -
<https://simbli.eboardsolutions.com/SU/oJmDaeMYv7Ek8ydix0OaXg==>
- 6143 Courses Of Study -
<https://simbli.eboardsolutions.com/SU/2FT4uXmjqrLwNqoqHt3MQA==>
- 6152 Class Assignment -
<https://simbli.eboardsolutions.com/SU/yplusZi8hUyqslshMRsRage6je8A==>
- 6157 Distance Learning -
<https://simbli.eboardsolutions.com/SU/YJeUfypE4QXlXk5p7W7muw==>
- 6159 Individualized Education Program -
<https://simbli.eboardsolutions.com/SU/72afLR1iFwxZ4UvyhY0uLg==>
- 6159 Individualized Education Program -
<https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==>
- 6162.5 Student Assessment -
<https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==>
- 6162.51 State Academic Achievement Tests -
<https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTIZzpfmXIKeg==>
- 6162.51 State Academic Achievement Tests -
<https://simbli.eboardsolutions.com/SU/u6gYJvgPtwEqGZ5tL3plusWw==>
- 6164.5 Student Success Teams -
<https://simbli.eboardsolutions.com/SU/PBpluszOplusLhpnpyq3plusxAsY0Cg==>
- 6164.5 Student Success Teams -
<https://simbli.eboardsolutions.com/SU/ORLEPdrUV35rv1BL2Xt5EQ==>
- 6172 Gifted And Talented Student Program -
<https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==>
- 6172 Gifted And Talented Student Program -
<https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhclZTiYZOg==>
- 6181 Alternative Schools/Programs Of Choice -
<https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtleJpLYEQ==>
- 6183 Home And Hospital Instruction -
<https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==>

CSBA Sample Administrative Regulation

REVISED

Instruction

AR 6158(a)

INDEPENDENT STUDY

Definitions

Note: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

Note: Pursuant to Education Code 51745, as amended by AB 130, the district is required to offer independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Note: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-65 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

12.6

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INDEPENDENT STUDY (continued)

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, **vacation**, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in **his/her the student's** regular classes.

(cf. 5113 - Absences and Excuses)

Note: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

(cf. 6146.1 - High School Graduation Requirements)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

INDEPENDENT STUDY (continued)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. **Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value.** (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

Note: The following **optional** paragraph may be revised to reflect district practice.

For the 2022-23 school year and thereafter, ~~Provided that experienced certificated staff are available to effectively supervise students in independent study~~ the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

Note: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

INDEPENDENT STUDY (continued)

(cf. 5111.1 - District Residency)

For a student with disabilities, as defined in Education Code 56026, **shall not participate** participation in independent study **shall be approved only if unless the student's his/her** individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

(cf. 6183 - Home and Hospital Instruction)

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program for courses required for high school graduation; **see-See** BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

(cf. 6200 - Adult Education)

Note: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for **his/her the student's** child(ren) is not included in this cap.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6184 - Continuation Education)

INDEPENDENT STUDY (continued)

Master Agreement

Note: Education Code 51747 mandates that, in order for the district to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are provided only for independent study of five or more consecutive school days pursuant to Education Code 46300, written agreements are required only in such instances.

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student

Note: Pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. See the accompanying Board policy.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, by grade level and type of program, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

INDEPENDENT STUDY (continued)

6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement that independent study is an optional educational alternative in which no student may be required to participate

8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian, before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign, the parent/guardian's signature on the agreement satisfies the requirement to obtain his/her written permission.

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is under age 18 years; the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

Note: Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. As a condition of offering this option, Education Code 51749.5 mandates that the district adopt policy or regulations that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

INDEPENDENT STUDY (continued)

(cf. 4112.2 - Certification)

2. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.
3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least twice per calendar month to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. Examinations shall be administered by a proctor.

INDEPENDENT STUDY (continued)

6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.

8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her **the student's** parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above

INDEPENDENT STUDY (continued)

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

Note: The following **optional** section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of **his/her the student's** written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

INDEPENDENT STUDY (continued)

When the student has **failed to make satisfactory educational progress or** missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Note: The CDE, in its Frequently Asked Questions available on its web site, clarifies that students in independent study are not subject to truancy laws. The determination of excused and unexcused absences is irrelevant because independent study students may complete assignments at any time and attendance is not the basis for credit.

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

Responsibilities of Independent Study Administrator

Note: The following **optional** section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers **at the required teacher-student ratios pursuant to Education Code 51745.6** and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

INDEPENDENT STUDY (continued)**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a **certificated-district** employee who **possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who** consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Note: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA would not be funded. **AB 104 (Ch. 13, Statutes of 2015) amended Education Code 51745.6 to eliminate grade span as a factor in the computation of the ratios.**

Pursuant to Education Code 51745.6, as amended by AB 130, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate verification of applicable teacher-student ratios commencing in the 2021-22 fiscal year.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

Note: The remainder of this section is **optional** and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement **and signing the agreement**
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records **for Audit Purpose**" **below in the accompanying Board policy**
5. Providing direct instruction and counsel as necessary for individual student success 6. Regularly meeting with the student to discuss the student's progress

INDEPENDENT STUDY (continued)

Note: Pursuant to Education Code 51747.5, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher

INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

(cf. 3580 – District Records)

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Note: Education Code 51747, as amended by SB 828 (Ch. 29, Statutes of 2016), authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

(5/16 7/16) 7/21

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 07/15/2021 | **Last Reviewed Date:** 07/15/2021

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement. In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.
6. Individualized study for a pupil whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the pupil.

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff are available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745) A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth

date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel, that will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or 504 plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Signatures of the student, the parent/guardian or caregiver of the student, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study. Signatures may be electronic as outlined in law. (Education Code 51747(g)(9))

Documentation of Participation and Engagement

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Section 51747 on each schoolday, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a schoolday shall be documented as nonparticipatory for that schoolday. (Education Code 51747.5 (c))

The district shall maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. (Education Code 51747.5(d))

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of his/her written agreement and implement reengagement strategies set forth in Board policy as applicable. When the student has missed the number of assignments specified in

the written agreement as requiring an evaluation, and/or if the student fails to make satisfactory educational progress, as defined in Board policy, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is in the best interests of the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining records of synchronous instruction, live interaction, and daily engagement, as required by Board policy, this regulation, and applicable law
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress, and participating in reengagement strategies as needed
7. Participating in student-parent-educator meetings required by Board policy, this regulation, and applicable law
8. Determining the time value of assigned work or work products completed and submitted by the student
9. Assessing student work and assigning grades or other approved measures of achievement

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748, 51747.5; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time

values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5. Records of appropriate certification/credentials of employees supervising the independent study of students
6. Records demonstrating student-teacher ratios maintained for independent study programs
7. Documentation of each student's participation in live interaction and synchronous instruction on each schoolday, as applicable
8. Computer-based evidence of pupil engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Course-Based Independent Study

In addition to traditional independent study, the district may offer a course-based independent study program for students in grades K-8 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
2. Courses shall be annually certified by Board resolution to be of the same rigor, educational quality, and intellectual challenge substantially equivalent to in-person instruction and equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, and a plan for instruction that includes the following for all students throughout the school year: (a) for students in TK and grades 1 to 3, opportunities for daily synchronous instruction, and (b) for students in grades 4 to 8, opportunities for both daily live interaction and at least weekly synchronous instruction. This information shall be consistent with that of equivalent classroom-based courses.
3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.
4. Satisfactory educational progress shall be determined based on applicable statewide accountability measures and the completion of assignments, assessments or other indicators that evidence that the student is working on assignments, learning required concepts as determined by the supervising teacher and progressing toward successful completion of the course, as determined by the supervising teacher.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

If satisfactory educational progress in one or more courses is not being made, the teacher shall notify the student and the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

The district will implement procedures for tiered reengagement strategies for all students who are not making satisfactory educational progress in one or more courses, or who are in violation of the written learning agreement pursuant to Section 51749.6. These procedures include: Verification of current contact information for each enrolled student; outreach from the school to determine student needs, including connection with health and social services as necessary; and a student-parent-educator conference to review a student's written learning agreement and reconsider the independent study course's impact on the student's achievement and well-being.

5. Examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
10. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.11. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to participate in the course.
11. If a student's family wishes the student to return to in-person instruction, the parent/guardian shall contact the program's principal. The student shall be transitioned back to in-person instruction expeditiously, and, in no case, later than five instructional days from the family making such request.
12. An individual with exceptional needs, as defined in Section 56026, shall not participate in course-based independent study, unless the student's IEP specifically provides for that participation.
13. A temporarily disabled student shall not receive individual home hospital instruction pursuant to Section 48206.3 through course-based independent study.

Before enrolling a student in a course within this program, the district shall provide the student and the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel, that will be made available to the student, including confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement that the student is not required to enroll in courses in this program
7. In the case of a student who is referred or assigned to any school, class, or program pursuant to

Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding the student's academic progress
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion
12. Signatures of the student, the student's parent/guardian, and all teachers providing instruction

The student's parent/guardian's signature shall constitute permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

The district shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

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

State References

Description

5 CCR 11700-11703	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Audit guidelines
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Agreements for admission of students desiring interdistrict attendance
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order

Ed. Code 49011	Student fees
Ed. Code 51225.3	Graduation requirements; courses that satisfy college entrance criteria
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Authorization affidavits

Federal References

20 USC 6301	Highly qualified teachers
20 USC 6311	State plan

Description

Management Resources References

CA Dept of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QoEQ==

Description

Cross References

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJkmjn5yXsQ==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJlqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0IW17kzaIF57slshdzA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdflFwd1d1YKcqBTg==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplum0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdlXi32NkoE8Q==

Description

4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEsht0VJCcrln0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/sXmiPExpcyoFC82JNOLAdg==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/Z0Dyplus5qyorjeqq8Cv0xpw==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbuzP7KEplusPprg==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrplusXuDXP09uw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/AVChH8plusSyslshvjeplusGFxJWA==
5126	Awards For Achievement - https://simbli.eboardsolutions.com/SU/LBi913slshOg6sE9sNUUjspaJA==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVliBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2eslT8pQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrQQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6112	School Day - https://simbli.eboardsolutions.com/SU/KSPkwap1CYkslshmjla6TAgAQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/dl8tzCplusUF3L6YYvzslshzRaiw==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/oJmDaeMYv7Ek8ydx0OaXg==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/2FT4uXmjqrLwNqoqHt3MQA==
6152	Class Assignment - https://simbli.eboardsolutions.com/SU/yplusZi8hUyqslshMRsRage6je8A==
6157	Distance Learning - https://simbli.eboardsolutions.com/SU/YJeUfypE4QXlXk5p7W7muw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFwxZ4UvyhY0uLg==

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2plusplusGXW0VmmshgPRPDAsAaw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTIZzpfmXIKeg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/u6gYJvgPtwEqGZ5tL3plusWw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/PBplusplusOplusLhpnpyq3plusxAsYOCg==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/ORLEPdrUV35rv1BL2Xt5EQ==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhclzTiYZOg==
6181	Alternative Schools/Programs Of Choice - https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtleJpLYEQ==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusplusHlvzjadf6Q==

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE EXECUTIVE DIRECTOR OF HUMAN RESOURCES

BACKGROUND INFORMATION:

The Board of Trustees hereby offer Glenn Heath employment in the management position, Substitute Executive Director of Human Resources, effective September 7, 2021 to cover for the Executive Director of Human Resources' leave of absence. As Substitute Executive Director of Human Resources, Mr. Heath will be responsible for performing the job duties of the Executive Director of Human Resources throughout the duration of leave and as indicated on the employment contract.

RECOMMENDATION:

Approve the offer of employment for Glenn Heath as Substitute Executive Director, effective September 7, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$609.84/day

(Amount)

General

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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

Glenn Heath
4450 Scenic Lane
La Mesa, CA 91941

The Board of Trustees hereby offer you employment in the management position, Substitute Executive Director for Human Resources on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **\$609.84**.
2. Your interim service in the above named position will begin September 7, 2021. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.
3. As Substitute Executive Director for Human Resources you will be responsible for performing the job duties of the Executive Director of Human Resources.
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 \$48,428 for the 2021-2022 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. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

9. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.
10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children prior to beginning your employment with the District.
11. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed: _____
Gina Potter., Superintendent

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

DATE: _____

SIGNED: _____
Glenn Heath

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: SYEA MOU REGARDING COVID-19 PROTOCOLS FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:

The San Ysidro School District and the San Ysidro Education Association enter into this Memorandum of Understanding regarding the ongoing issues related to the COVID-19 pandemic that may impact the 2021-2022 school year.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association regarding the ongoing issues related to the COVID-19 pandemic that may impact the 2021-2022 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

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(Amount)

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(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND
THE SAN YSIDRO EDUCATION ASSOCIATION
REGARDING COVID-19 PROTOCOLS FOR THE 2021-2022 SCHOOL YEAR**

The San Ysidro School District (“District”) and the San Ysidro Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the ongoing issues related to the COVID-19 pandemic that may impact the 2021-2022 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (“CBA”) between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

The Parties agree to the following:

1.0 DEFINITIONS

- 1.01 “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, multiple purpose rooms (MPR’s), cafeterias, or any other common space on a school campus or through a virtual platform.
- 1.02 “Common Equipment” – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.03 “Face Coverings” – cloth or disposable face coverings, masks, or face shields as recommended by federal, state, and local public health guidance.
- 1.04 “Hand Sanitizer” – also called hand antiseptic, hand rub, or hand rub, an agent applied to the hands for the purpose of removing common pathogens (disease-causing organisms).
 - 1.04.1 The District shall provide a product that contains at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Hand sanitizers containing isopropyl alcohol and/or methanol are toxic and shall not be used.
- 1.05 “Personal Protective Equipment” (“PPE”) – this refers to equipment that is used to limit or prevent the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

- 1.06 “Physical Distancing” – Although physical distancing is no longer required in many settings, SYSD will follow all current CDPH requirements/recommendations as they are provided throughout the year. As of the date of this MOU, students and staff eating indoors will be seated six (6) feet apart and staff meetings indoors will also have seating arrangements that demonstrate distance between employees.
- 1.07 “Workspace” – any location where a unit member can reasonably be expected to be required to perform assigned duties.
- 1.08 “Virtual Learning” - instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.01 The District shall provide PPE to all unit members and students.
- 2.02 Unit members shall be responsible for bringing their District-provided PPE when they report to a school site. If the unit member fails to bring their District-provided PPE, the District shall provide the unit member with a replacement for the day.
- 2.03 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.04 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

Face Covering Requirements/Masks

- 2.05 The District shall require the use of facial coverings (“masks”) in accordance with current federal, state, and local guidelines currently in effect. If these guidelines conflict with one another, the District will defer to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
 - 2.05.1 Students not adhering to face covering requirements will be immediately addressed by site administration. If a student is not adhering to the requirements, unit members may notify their school office staff and/or administrator directly.
 - 2.05.2 Face coverings will remain a requirement for all individuals on campus (except for individuals with medical accommodations).
- 2.06 While a requirement, face coverings will be required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus.
 - 2.06.1 While required, any individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield. The district shall provide face shields for such members.
 - 2.06.2 Masks and face shields may not be required for students with medical, cognitive or

behavioral needs if the mask or face shield may interfere with access to their learning environment. The district shall verify that appropriate documentation is on file when determining that a behavioral or medical need would impede the use of a mask or face shield.

- 2.06.3 N95 respirators shall be fit-tested and provided to unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness.

Hand Washing Requirements

- 2.07 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.08 The District shall comply with the following hand washing requirements:
 - 2.08.1 Every room with a sink shall be stocked with soap.
 - 2.08.2 Medically effective hand sanitizer will be available in areas where no soap and water is available.
 - 2.08.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer if sinks and soap are not accessible.
 - 2.08.4 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus. Unit members may notify their school office staff and/or administrator when such supplies need to be restocked or when sanitizing supplies (such as wipes) are needed.

Protective Shielding

- 2.09 Employees will have the option to keep the existing plexi-glass in place at their work stations throughout the duration of this agreement.
- 2.10 Plexi-glass at student desks shall remain in place until at least the end of Winter Break. In the event that the plexi-glass is removed, teachers will not be responsible for removing the plexi-glass or the residue left behind from the plexi-glass from their classrooms. Prior to Winter Break, the parties shall meet to discuss if the plexi-glass shall remain on for a longer period of time.

3.0 ADHERENCE TO HEALTH GUIDANCE

The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and the County Public Health Department.

- 3.01 Where there is a conflict between the various guidelines or orders applicable to the district, the District shall adhere to the most restrictive guidelines in order to minimize potential health and safety risks for all unit members, students, and their families in our zip codes and county.

- 3.02 The Parties agree to meet as soon as possible to negotiate the impact and effects of any

revisions or updates to the guidelines applicable to the district.

Physical Distancing: Classroom/Instructional/Academic Learning Spaces

- 3.03 The District shall follow current CDPH distancing requirements as they may change.
- 3.04 No unit member shall be directed to violate CDPH requirements except to prevent imminent bodily or physical harm from occurring.

Lunch

- 3.05 Lunch procedures will follow CDPH or the most restrictive guidelines currently in place.
- 3.06 Staff lounges will be available for use and maintain all current safety requirements.
 - 3.06.1 Staff lounges, mailbox rooms, and other staff workspaces shall be cleaned and disinfected at least once a week.

Entrances and Exits

- 3.07 Where possible, staff, students, and parents will be assigned an entry and exit point for use when coming to school for in-person learning.
 - 3.07.1 All elementary school students attending school on campus shall be temperature checked daily upon arriving at school. All middle school students shall be temperature checked daily upon arriving at school by August 16, 2021.
 - 3.07.2 Unit members shall not be assigned to monitor entry and exit locations in order to minimize the number of different people with whom a unit member interacts.

Break Times/Student Recess Duties

- 3.08 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members while maintaining current safety requirements which may include safe distancing, reducing total numbers of students at recess in various areas through possible staggering of schedules, and organizing a plan for cohort stability.
 - 3.08.1 To the extent possible, for all grade levels, in terms of bathroom breaks, only 1-2 students at a time per class may be permitted to leave their classroom to use the bathroom, go to the health clerk/nurse office, and/or carry out other necessary tasks with the teachers' permission. However, if the teacher requires support in terms of locating the student and/or assisting the student in any way, school staff will be available to help the teachers respond to the situations as needed. The same approach shall be applied for behavior issues as they arise, in accordance with the school site's respective discipline plan and procedures.

Staff Meetings and Gatherings

- 3.09 In-person meetings shall follow CDPH safety guidelines.
- 3.09.1 Back-to-School-Night shall be conducted virtually.
- 3.09.2 Staff meetings may be held virtually, at the district's discretion, based on regional COVID case data. Should a staff meeting be held virtually, all staff are required to keep their cameras on throughout the duration of the meeting.
- 3.09.3 Fall parent conferences will be held virtually unless the site administrator, in collaboration with the teacher, deem it more appropriate to have an in-person conference. Teachers shall monitor and/or track virtual conference invitations and/or conference completion.
- 3.09.4 In-person IEP meetings shall follow all safety guidelines.
- 3.10 In-person gatherings may take place and shall comply with all current, local, state and federal guidelines. In addition, facilities shall be disinfected after the gathering takes place.

Classroom Visits

- 3.11 School staff shall follow all current safety guidelines when visiting classrooms. Due to social distancing and also a lack of physical capacity in the room as a result of distanced seating, no more than 5 visitors to a classroom at a time shall be allowed. No more than 1 visit per class per day shall be conducted. School and/or district staff's visits to classrooms shall be minimized in order to mitigate the spread of the illness and limit exposure.

Cleaning and Disinfecting

- 3.12 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected as recommended by federal, state and/or local health guidelines. Surfaces will be disinfected on a daily basis.
- 3.13 When choosing cleaning products, the District shall consult information on Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens. Products with emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses. Employees will follow the manufacturer's instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.)
- 3.14 Upon request of the Association, The District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Decontamination of Classroom Spaces After Confirmed Cases

- 3.15 Decontamination of classroom space(s) and staff workspace(s) shall be completed within 24 hours upon district knowledge of a confirmed COVID-19 exposure. Decontamination shall be done by trained, qualified staff. Decontamination shall occur with sufficient time

for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

Air Ventilation and Filtration

- 3.16 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 3.17 The District shall ensure all HVAC systems operate with the economizer mode maximized which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and set all outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
 - 3.17.1 HVAC units shall be equipped with HEPA filters and changed at the recommended intervals.
 - 3.17.2 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise Air Purifier(s) system(s) that are equipped with HEPA air filters sized appropriately to the square footage of the room.
 - 3.17.3 If an individual tests positive for COVID-19, the District shall replace the HVAC filters at the school site or in the building.

Health Screening, Testing, Notification, and Contact Tracing

- 3.18 The District shall ensure the following:
 - 3.18.1 Per current County Department of Public Health guidelines, health screening for students and employees, testing as required, and notification of all individuals on the school campus in the event of a confirmed COVID-19 case;
 - 3.18.2 Coordination with the County Department of Public Health;
 - 3.18.3 Care for any individuals that manifest symptoms associated with COVID-19;
 - 3.18.4 Implementation of most recent quarantine protocols; and
 - 3.18.5 As required by most recent guidelines, train all students, staff, parents, and visitors on effective and most recent safety mitigation protocols.
- 3.19 The District shall ensure that all students, employees, and visitors are educated on current safety guidelines
- 3.20 Staff and students with any symptoms consistent with COVID-19 shall be sent home.
- 3.21 To support contact tracing protocols, all classroom teachers shall maintain up to date seating charts.
- 3.22 Upon notification that an employee or student has been infected with COVID-19, the District shall inform the County Department of Public Health. All persons who may have come in contact with the infected individual shall be notified through the CDPH. The District shall notify the Association President of the location(s) where the infected

SYEA unit member was present on the school campus during the suspected incubation/active infection period. Current protocols regarding quarantine and isolation periods are outlined in Exhibits A and B, but are subject to change based on current guidelines.

Staff COVID Testing and contract tracing

3.23 To the degree available and extent possible, all bargaining unit members shall be provided free, COVID-19 testing as coordinated and determined by the District. The District shall make every effort to comply with the state public health recommendations on testing.

4.0 LEAVES

COVID-19 Supplemental Paid Sick Leave

4.01 In accordance with Senate Bill 95, the District shall provide up to 80 hours for full-time employees (pro rata for part-time) of supplemental fully paid sick leave (up to \$511 per day and \$5,110 in total) beginning retroactively on Jan. 1, 2021 through Sept. 30, 2021 for the following reasons:

- i. The employee is subject to a quarantine or isolation period related to COVID-19, as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention or a local health officer who has jurisdiction over the workplace.
- ii. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- iii. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
- iv. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
- v. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- vi. The employee is caring for a family member, who is subject to an order or guidelines described in the first bullet above or who has been advised to self-quarantine, as described in the second bullet point.
- vii. The employee is caring for a child, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

4.02 All unit members shall be entitled to the leave balances referenced above regardless if they used any portion of FFCRA leave prior to January 1, 2021.

4.03 COVID-19 Supplemental Paid Sick Leave is in addition to whatever hours of available leave a member has already accumulated. After the 10 days of COVID-19 Supplemental Paid Sick Leave is exhausted, unit members may use their own accrued sick leave.

4.04 The District may request verification prior to placing a unit member on paid COVID leave.

4.05 Nothing in this section is intended to expand the benefits provided under SB95.

Industrial Accident Leave/Workers Compensation

- 4.06 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
- 4.07 The District acknowledges and will comply with the provisions of SB1159 establishing temporary "presumptive eligibility" for workers' compensation benefits to any bargaining unit member who is directed to report to their place of employment and then subsequently contracts COVID-19 through January 1, 2023.

5.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 5.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 5.02 The District will work with the County Department of Public Health to ensure that all current guidance on quarantining including class and school closure requirements are followed. All staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 5.03 In the event of a school and/or District closure, the academic program shall transition to a total virtual learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid learning model.
 - 5.03.01 All unit members shall create a Google Classroom with their students added to it and the student roster maintained throughout the 2021-2022 school year in the event of the need to transition to a total virtual learning model.
 - 5.03.02 The district shall maintain a Google Classroom license for each unit member.
- 5.04 All exposure related closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being opened after a classroom or school closure.
- 5.05 The District shall communicate any and all decisions regarding closures and to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

6.0 TRAINING

- 6.01 Consistent with federal, state, and local public health official guidelines, all staff shall be trained in current safety requirements as well as any updated requirements as needed.

7.0 ACCOMMODATION

- 7.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with work restrictions.
- 7.02 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 7.03 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor identified work related restrictions.

7.04 The District shall provide reasonable accommodation for employees with COVID-19 related work restrictions, including but not limited to:

- 7.04.1 Providing additional or enhanced PPE;
- 7.04.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
- 7.04.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- 7.04.4 Moving the employee workstations; and
- 7.04.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

8.0 INSTRUCTION

- 8.01 The principle method of virtual learning instruction shall be delivered using the Google Classroom & Google Meets Platforms.
- 8.02 Unit members shall report any known, inappropriate, online student behavior occurring within virtual learning to their administrator. Unit members shall be held harmless for any such behavior from a student and/or parent(s), any accidental breach or disclosure of private information, and any liability associated with use of personal technology equipment.
- 8.03 The virtual learning academy shall honor at least the minimum requirements outlined in the same instructional minutes as defined in the CBA. Instructional minutes may include a combination of synchronous and asynchronous work. Virtual Learning Academy Teachers shall allocate the instructional time similar to that of a regular classroom including, but not limited to: small group instruction, whole group instruction, 1 on 1 tutoring, and independent/asynchronous work time. The District shall work with SYEA to create a Virtual Learning Academy Teacher job description.
- 8.04 The district shall solicit members to volunteer as needed to serve as teachers in the Virtual Learning Academy program, but members shall not be forced to against their will.
- 8.04 The virtual learning academy teachers shall follow the district instructional design and corresponding curriculum.
- 8.05 Virtual learning academy teachers shall have their cameras on throughout the entire instructional day for any synchronous student interaction including small group instruction, whole group instruction and 1 on 1 tutoring.
- 8.06 Virtual learning academy teachers shall enter their absences on Aesop/Frontline as normal when they are unable to teach virtually.
- 8.07 Virtual learning academy teachers will account for student participation using engagement logs.

- 9.01 The District and Association agree to meet as needed during the duration of this MOU to discuss the effectiveness of decisions made and any ongoing concerns.
- 9.02 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.
- 9.03 Should any of the guidelines regarding COVID safety change, the District shall notify the Association and provide reasonable opportunity to consult on the changes prior to the implementation of any new procedures.
- 9.04 The District shall provide a voluntary informational video on Safety protocols and procedures on COVID that can be viewed at the unit member's discretion.

10.0 DURATION

- 10.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 10.02 This MOU shall expire in full without precedent on June 30, 2022 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

FOR THE ASSOCIATION:

G. Sánchez

Date: 8-6-21

FOR THE DISTRICT:

[Signature]

Date: 8/9/21

Exhibit A

Exclusion of COVID-19 Cases and Close Contacts

Quarantine recommendations for vaccinated close contacts

For those who are vaccinated, follow the CDPH Fully Vaccinated People Guidance regarding quarantine.

Quarantine recommendations for unvaccinated students

For exposures when both parties were wearing a mask, as required in K-12 indoor settings. These are adapted from the CDC K-12 guidance and CDC definition of a close contact.

When both parties were wearing a mask in the indoor classroom setting, unvaccinated individuals who are close contacts (more than 15 minutes over a 24-hour period within 0-6 feet indoors) may undergo a modified 10-day quarantine as follows. They may continue to attend school for in-person instruction if they:

- i. Are asymptomatic;
- ii. Continue to appropriately mask, as required;
- iii. Undergo at least twice weekly testing during the 10-day quarantine; and
- iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting.

Quarantine recommendations for: unvaccinated close contacts who were not wearing masks or for whom the infected individual was not wearing a mask during the indoor exposure; or unvaccinated students as described above.

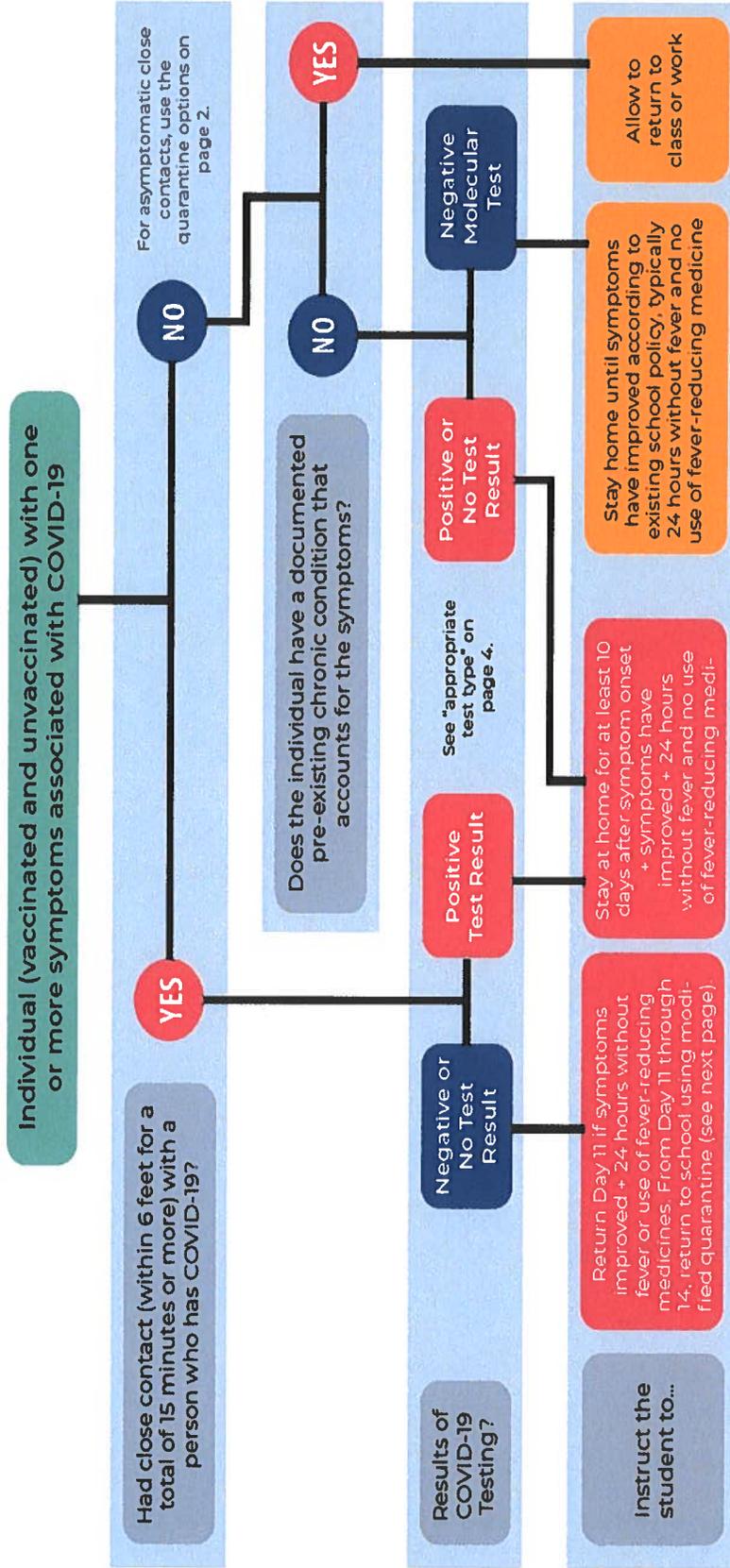
- a. For these contacts, those who remain asymptomatic, meaning they have NOT had any symptoms, may discontinue self-quarantine under the following conditions:
 - i. Quarantine can end after Day 10 from the date of last exposure without testing; OR
 - ii. Quarantine can end after Day 7 if a diagnostic specimen is collected after Day 5 from the date of last exposure and tests negative.
- b. To discontinue quarantine before 14 days following last known exposure, asymptomatic close contacts must:
 - i. Continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND
 - ii. Follow all recommended non-pharmaceutical interventions (e.g., wearing a mask when around others, hand washing, avoiding crowds) through Day 14 from last known exposure.
- c. If any symptoms develop during this 14-day period, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.

Exhibit B

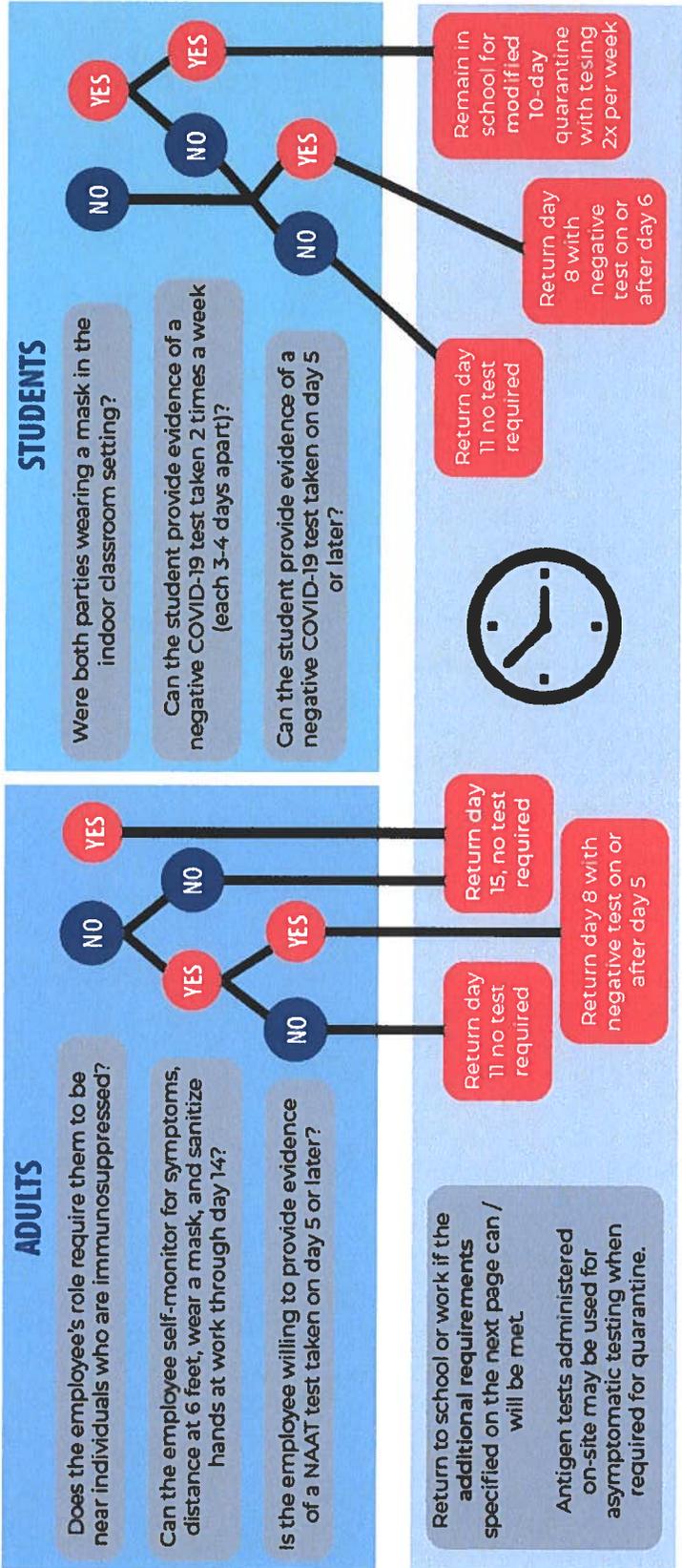
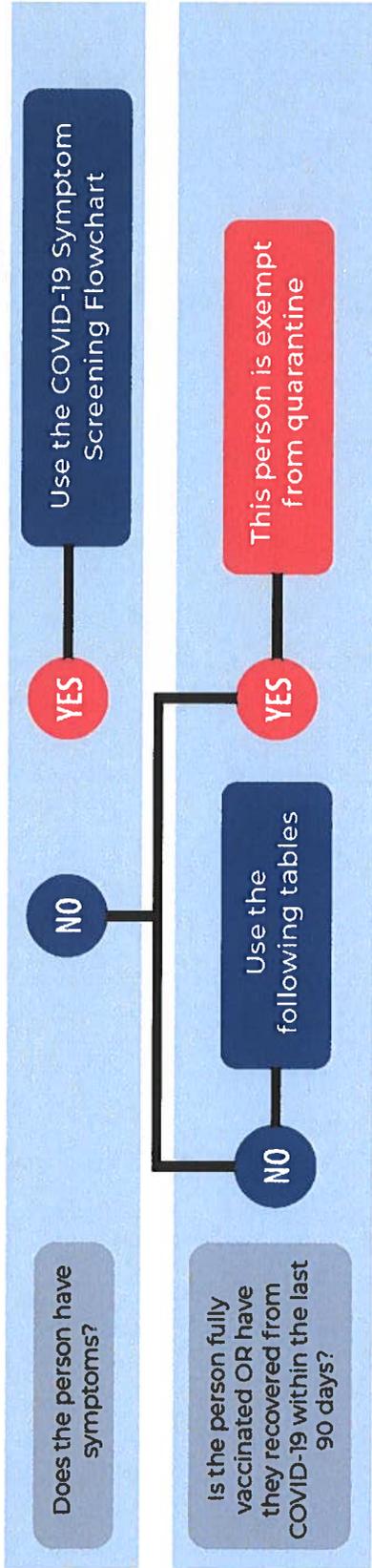
COVID-19 SCHOOL SYMPTOM SCREENING FLOWCHART



*Revised as of 7/27/21



Quarantine Options Flowchart



Page 2 of 4

*This Decision Tree reflects guidance in the current San Diego County Public Health Order and CDPH industry guidelines.

When is quarantine required?



Quarantine or Isolation: What's the difference?

- Quarantine keeps someone who might have been exposed to the virus away from others.
- Isolation keeps someone who is infected with the virus away from others, even in their home.

Who needs to quarantine?

- People who have been in close contact with someone who has COVID-19—excluding people who have had COVID-19 within the past three months or who are fully vaccinated.
- People who have tested positive for COVID-19 within the past three months and recovered do not have to quarantine or get tested again as long as they do not develop new symptoms.
 - People who develop symptoms again within three months of their first bout of COVID-19 should follow their doctor's advice on testing.
- People who have been in close contact with someone who has COVID-19 are not required to quarantine if they have been fully vaccinated against the disease and show no symptoms.

What counts as close contact?

- Being within 6 feet of someone who has COVID-19 for a total of 15 minutes or more over a 24-hour period
- Providing care at home to someone who is sick with COVID-19
- Having direct physical contact with the person (hugged or kissed them)
- Sharing eating or drinking utensils
- Being sneezed on, coughed on, or somehow getting respiratory droplets on you from someone with COVID-19

Additional Requirements for return to school or work before completing 14 days of quarantine:

If symptoms occur, the individual should immediately self-isolate and contact their health care provider or San Diego County Public Health Services and seek testing.

ADULTS

Return on Day 15: No additional requirements.

Return on Day 11: May return if the individual is able to abide by the additional requirements described below.

Return on Day 8: May return if the individual provides evidence of a negative PCR or other Nucleic Acid Amplification Test administered on or after Day 5 and is able to abide by the additional requirements described below.

Additional Requirements: In addition, for all options that allow a return before Day 14, the employee must agree to self monitor for symptoms, maintain 6 feet of physical distancing at all times, and wear a face covering over their nose and mouth as required. Staff members who would be near others who have severe immunosuppressive disorder (e.g., bone marrow or solid organ transplant, chemotherapy) must quarantine for 14 days.

STUDENTS

Modified 10 day (remain in school): Must undergo twice weekly testing (each test 3 or 4 days apart) and continue to quarantine for (i.e., do not participate in) all extracurricular activities at school, including sports, and activities within the community setting through Day 10.

Return on Day 8: Provide evidence that a diagnostic specimen collected on or after Day 6 (from the date of last exposure) is negative.

Return on Day 11 is permitted without testing

Additional Requirements: In addition, for all options that allow a return to in-person instruction before Day 14, the student must continue daily self-monitoring for symptoms through Day 14 from last known exposure; AND follow all recommended non-pharmaceutical interventions (e.g., wearing a mask indoors and outdoors when others are present, hand washing, avoiding crowds) through Day 14 from last known exposure.

Testing Options for Symptomatic People and to Modify Quarantine



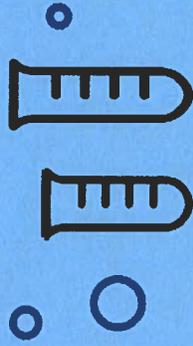
Appropriate Test Types:

Molecular Tests

- Lab-based PCR
- Rapid molecular tests (PCR-like)

Antigen On-Site (or at home as part of a state pilot)

- If symptomatic, a negative antigen test requires molecular test (PCR, LAMP, NAAT) confirmation and individuals should isolate until test results are available.
- If asymptomatic, a positive test requires a confirmation with a molecular test (PCR, LAMP, NAAT) and individuals should isolate until confirmatory test results are available.



Populations Tested:

- Staff or students with symptoms, regardless of vaccination status
- Unvaccinated students or staff who are close contacts to remain in school for a modified quarantine as described in CDPH K-12 Guidance.



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: REVISED SUBSTITUTE TEACHER SALARY SCHEDULE

BACKGROUND INFORMATION:

Due to the COVID-19 pandemic related shortage of Substitute Teachers, the Substitute Teacher salary will temporarily be revised to a daily rate of \$225 and long-term (after the 11th day) rate of \$285. The temporary Substitute Teacher salary will take effect August 13, 2021 until the end of the 2021-2022 school year. Regular Substitute Teacher rates will return for the 2022-2023 school year.

RECOMMENDATION:

Approve the temporary Substitute Teacher Salary Schedule for the 2021-2022 school year, effective August 13, 2021 until the end of the 2021-2022 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD

(Amount)

ESSR III

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE**

CLASSIFICATION	HOURLY RATE
AVID Tutors	\$14.00 effective Jan 2021
Substitute Campus Aides	\$14.00 effective Jan 2021
Substitute Bus Drivers	\$17.13 effective Nov 2015
Substitute Campus Security	\$16.87 effective Nov 2017
Substitute Clerks	\$14.00 effective Jan 2021
Substitute Custodians	\$14.62 effective Jan 2009
Substitute Child Nutrition Specialists	\$14.00 effective Jan 2021
Substitute Gardeners	\$14.62 effective Jan 2009
Substitute Instructional Aides	\$14.00 effective Jan 2021
Substitute Maintenance Worker	\$16.74 effective Jan 2009
Substitute Permit Teachers	\$15.00 effective Mar 2002
Substitute Publication Technicians	\$20.19 effective Oct 2017
Substitute Teacher	\$143 a day effective Nov 2015 after the 11th day in same assignment \$158 TEMPORARY FOR 21/22 SCHOOL YEAR ONLY \$225 a day \$285 after the 11th day in same assignment

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19, 12-19-19, 1-21-21, 8-09-21

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2021-2022 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 of the requirements of Williams Settlement.

Willow School will be visited at the beginning of the 2021-2022 school year. Prior to this visit, the Governing Board needs to approve the list of instructional materials.

RECOMMENDATION:

Approve the San Ysidro School District Instructional Materials/Textbook List for the 2021-2022 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - All students, including English Learners, will improve annually in all content areas.

Renewal New Amendment Ratify Other

Financial Implications?

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

Grade	Program	Instructional Materials/Textbooks and Copyright Dates	
TK (Transitional Kinder)	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Benchmark Advance - 2018
Kinder	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book—2008 Pilot TBD McMillan/McGraw-Hill CA Vistas - We Learn Together - Big Book - 2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish - Big Book – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas - We Learn Together - Spanish - Big Book - 2007 Benchmark Advance - 2018
First Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science - Big Book—2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – Family & Friends -2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas — Family & Friends - Spanish -2007 Benchmark Advance - 2018
Second Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – People & Places - 2007 Benchmark Advance - 2018

	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante (Spanish) – 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science —Spanish version – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas — People & Places - Spanish -2007 Benchmark Advance - 2018
Third Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – California Communities - 2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018, Benchmark Adelante - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—Spanish version – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas— California Communities - Spanish - 2007 Benchmark Advance - 2018
Fourth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – Our Golden State - 2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—English version – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas— Our Golden State - Spanish - 2007 Benchmark Advance - 2018
Fifth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – Making a New Nation - 2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science	Benchmark Advance - 2018 McGraw-Hill My Math -- 2016 McMillan/McGraw-Hill CA Science—English version – 2008

		History/Social Science ELD	Pilot TBD McMillan/McGraw-Hill CA Vistas— Making a New Nation - Spanish -2007 Benchmark Advance - 2018
Sixth Grade	English Mainstream and SEI	English Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance – 2018, Benchmark Step to Advance – 2018 (SDC) College Board Springboard – 2017 Prentice Hall – California Focus on Earth Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – Ancient Civilizations - 2007 Benchmark Advance - 2018
	Dual Language	Language Arts Mathematics Science History/Social Science ELD	Benchmark Advance - 2018 College Board Springboard - 2017 Prentice Hall – California Focus on Earth Science – 2008 Pilot TBD McMillan/McGraw-Hill CA Vistas – Ancient Civilizations - Spanish - 2007 Benchmark Advance - 2018
Seventh Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart, & Winston—CA Studies: World History-Medieval to Early Modern Times—2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science Modern Times—2006	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart, & Winston—CA Studies: World History-Medieval to Early
	ELD 3-4	English Language Arts Mathematics Science History/Social Science Modern Times—2006	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early
	Elective	Spanish	Prentice Hall--Realidades -- 2008

Eighth Grade	English Mainstream, SEI, and SDC	English Language Arts Mathematics Science History/Social Science ELD	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914----2006 Amplify ELA + ELD - 2018
	ELD 1-2	English Language Arts Mathematics Science History/Social Science	Amplify ELA + ELD - 2018 College Board SpringBoard - 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006
	ELD 3-4	English Language Arts Mathematics Science History/Social Science Independence to 1914-----2006	Amplify ELA + ELD - 2018 College Board SpringBoard – 2017 Open Source Materials: CK-12; Gizmos Pilot TBD Holt, Rinehart & Winston—California Social Studies, United States History
	Other	Spanish	Prentice Hall--Realidades -- 2008

Revised June 2016; Revisions per Williams team suggestions – August 2016; Revisions per Math adoption – July 2017, Revisions per ELA/ELD adoption – July 2020, Revisions per GR 7/GR 8 Science Open Source Materials

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 12, 2021

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

FROM: Educational Services,
Cynthia Gonzalez, Executive Director Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – AUGUST

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 12, 2021 Board meeting:

- AB 130: Changes to Independent Study Workshop
- ACSA: Principals Academy, Pupil Services Academy & School Business Academy
- Annual Pre-Audit Workshop
- CDE Title III FPM Workshop
- Cyber Insight Day
- Educational Equity UCP Network
- ELAC/DELAC Training
- How Tutoring Works Institute
- MEGA 101 Meeting Orientation
- School Site Council (SSC) 101
- State & Federal 101

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

Yes No Yes No

Requisition #

APPROXIMATE COST

\$13,057.00

(Amount)

General and E.L.O. Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – August 12, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Omar Calleros	AB 130: Changes to Independent Study Workshop	Online	July 29, 2021	\$0	No Cost
Nadia Aviles	ACSA Principals Academy	Online	September 10-11, 2021 October 8-9, 2021 November 12-13, 2021 December 10-11, 2021 January 7-8, 2022 February 4-5, 2022 February 25-26, 2022 March 11-12, 2022	Approx. \$1,395.00	General Fund
Veronica Medina	ACSA Pupil Services Academy	Online	September 24-25, 2021 October 22-23, 2021 December 10-11, 2021 January 14-15, 2022 February 18-19, 2022 March 18-19, 2022 April 22-23, 2022	Approx. \$2,570.00	General Fund
Paulo Azevedo, Evelyn Zarzosa	ACSA School Business Academy	Online	September 10-11, 2021 September 24-25, 2021 October 22-23, 2021 November 12-13, 2021 December 10-11, 2021 January 14-15, 2022 February 4-5, 2022	Approx. \$6,780.00	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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, 2021 through August 3, 2021): General Fund: 0000007464-0000007512, 0000007514-0000007567, 0000007575-0000007580, 0000007583-0000007585, 0000007593-0000007599, 0000007601-0000007673, 0000007675-0000007687, 0000007689-0000007690 Child Nutrition Fund 0000007568-0000007572, 0000007574, 0000007581-0000007582, 0000007586-0000007592, 0000007600, 0000007650, 0000007688.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period July 1, 2021 through August 3, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$4,683,927.87
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (07/01/21 - 08/03/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/1/2021	000007464	004778	U.S. BANK - PARS #6746050200	PROFESSIONAL SERVICES	0100	0000000	5800025	010	\$ 327,569.14
7/1/2021	000007465	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 20,000.00
7/2/2021	000007466	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	\$ 230.00
7/2/2021	000007467	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5800010	070	\$ 11,206.24
7/2/2021	000007468	0000000076	SOUTHERN CALIFORNIA RELIEF	CONTRACTED SERVICES	0100	0000000	5450000	071	\$ 672,490.00
7/2/2021	000007469	001164	MATERIAL SALES INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007470	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	5450000	071	\$ 856,443.00
7/2/2021	000007471	000356	GRAINGER	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007472	002981	TIFCO INDUSTRIES	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007473	003144	HOTSY EQUIPMENT COMPANY	GROUNDS SUPPLIES	0100	8150000	5600005	068	\$ 2,000.00
7/2/2021	000007474	004056	OPTIMUM FLOORCARE	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 3,000.00
7/2/2021	000007475	003192	WALMART	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007476	0000000370	AGRI-TURF DISTRIBUTING, LLC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 3,000.00
7/2/2021	000007477	004603	THE BATTERY PLACE	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007478	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	\$ 2,154.99
7/2/2021	000007479	003859	BATTERY SYSTEMS	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 1,000.00
7/2/2021	000007480	0000000651	LUCID8 LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 4,225.00
7/2/2021	000007481	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 2,000.00
7/2/2021	000007482	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 10,000.00
7/2/2021	000007483	002355	I B TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000002	4300000	064	\$ 1,453.12
7/6/2021	000007484	001510	EWING IRRIGATION	GROUND SUPPLIES	0100	8150000	4300014	068	\$ 20,000.00
7/6/2021	000007485	001161	HOME DEPOT	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	\$ 1,000.00
7/6/2021	000007486	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 10,000.00
7/6/2021	000007487	000356	GRAINGER	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 10,000.00
7/6/2021	000007488	003019	VALLEY TRACTOR & EQUIPMENT	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/6/2021	000007489	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 10,000.00
7/6/2021	000007490	000039	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/6/2021	000007491	002102	A-Z BUS SALES, INC.	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	\$ 9,321.00
7/6/2021	000007492	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,642.02
7/6/2021	000007493	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,536.34
7/6/2021	000007494	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 2,536.34
7/6/2021	000007495	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 3,593.14
7/6/2021	000007496	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 1,268.17
7/7/2021	000007497	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 3,124.76
7/7/2021	000007498	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 3,771.24
7/7/2021	000007499	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 4,411.28
7/7/2021	000007500	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 1,978.69
7/7/2021	000007501	002650	IMPERIAL SPRINKLER SUPPLY	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 10,000.00
7/7/2021	000007502	004231	PRO POWER	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/7/2021	000007503	03146A	STOTZ EQUIPMENT	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/7/2021	000007504	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 10,000.00
7/7/2021	000007505	001763	RCP BLOCK & BRICK	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/7/2021	000007506	0000000032	CORODATA RECORDS MANAGEMENT, INC.	CONTRACTED SERVICES	0100	0000000	5600005	071	\$ 4,000.00
7/7/2021	000007507	002976	FEDEX	POSTAGE	0100	0000000	5900012	071	\$ 1,000.00
7/7/2021	000007508	002151	NAPA AUTO AND TRUCK PARTS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/7/2021	000007509	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/7/2021	000007510	000828	POSITIVE PROMOTIONS	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	012	\$ 476.88
7/9/2021	000007511	001749	TURF STAR INC.	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/9/2021	000007512	001161	HOME DEPOT	GROUNDS SUPPLIES	0100	8150000	4300014	068	\$ 5,000.00
7/9/2021	000007514	003934	ANYTIME SIGN SOLUTION, INC	OFFICE SUPPLIES	0100	0000002	4300000	064	\$ 964.37
7/9/2021	000007515	004819	THE SHERWIN-WILLIAMS CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/9/2021	000007516	000644	ACADEMIC THERAPY PUBLICATIONS	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 4,714.87
7/9/2021	000007517	002836	WESTAIR GASES & EQUIPMENT INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00

PURCHASE ORDER REPORT (07/01/21 - 08/03/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/9/2021	000007518	004628	FOLLETT SCHOOL SOLUTIONS,INC	LIBRARY SUPPLIES	0100	0000000	4300001	012	\$ 96.98
7/12/2021	000007519	000000808	GUITAR CENTER, INC	TECHNOLOGY EQUIPMENT	0100	0000002	4400000	064	\$ 15,000.00
7/12/2021	000007520	000000303	ACHIEVE3000, INC	PROFESSIONAL SERVICES	0100	0000001	5800006	061	\$ 63,290.97
7/12/2021	000007521	002622	CODESP	ANNUAL MEMBERSHIP	0100	0000000	5800010	062	\$ 2,300.00
7/12/2021	000007522	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300011	073	\$ 2,614.85
7/12/2021	000007523	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 2,667.68
7/12/2021	000007524	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	5600005	069	\$ 15,010.50
7/12/2021	000007525	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 2,069.60
7/13/2021	000007526	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	4035000	5200003	061	\$ 120.00
7/13/2021	000007527	000000033	ORANGE COUNTY DEPT. OF EDUCATION	REGISTRATION FEES	0100	3010000	5200003	061	\$ 800.00
7/13/2021	000007528	001502	CALIFORNIA DEPT. OF JUSTICE	CONTRACTED SERVICES	0100	0000000	5800010	062	\$ 3,000.00
7/13/2021	000007529	003624	SAN YSIDRO SCHOOL DISTRICT	CONTRACTED SERVICES	0100	0000000	5450000	071	\$ 20,000.00
7/13/2021	000007530	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 1,844.95
7/13/2021	000007531	002151	NAPA AUTO AND TRUCK PARTS	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	\$ 3,000.00
7/13/2021	000007532	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 288.02
7/13/2021	000007533	0000000768	STUTTERING THERAPY RESOURCES, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 107.75
7/13/2021	000007534	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	\$ 730.28
7/13/2021	000007535	002770	FLEETWASH INC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,000.00
7/13/2021	000007536	002227	FRONTLINE TECHNOLOGIES GROUP	PROFESSIONAL SERVICES	0100	0000000	5800010	062	\$ 16,855.06
7/13/2021	000007537	0000000303	ACHIEVE3000, INC	PROFESSIONAL SERVICES	0100	7425000	5800006	061	\$ 19,450.00
7/13/2021	000007538	003676	SCHOOL INNOVATIONS	PROFESSIONAL SERVICES	0100	0000000	5800010	061	\$ 8,300.00
7/13/2021	000007539	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	4100000	061	\$ 11,161.82
7/13/2021	000007540	0000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 7,733.89
7/13/2021	000007541	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 13,461.78
7/13/2021	000007542	004899	THE COLLEGE BOARD	INSTRUCTIONAL SUPPLIES	0100	0000000	4100000	061	\$ 8,879.95
7/13/2021	000007543	004265	CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	0100	4203000	4300001	061	\$ 15,948.66
7/13/2021	000007544	000279	COURTNEY TIRE SERVICE	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/13/2021	000007545	004265	CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	0100	4203000	4300001	061	\$ 14,187.11
7/14/2021	000007546	002754	EL TAPATIO CATERING	REFRESHMENTS	0100	0300020	4300015	020	\$ 697.09
7/14/2021	000007547	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 7,178.52
7/14/2021	000007548	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800002	071	\$ 106.00
7/14/2021	000007548	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	\$ 1,804.50
7/14/2021	000007549	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 2,872.13
7/15/2021	000007550	0000000203	KEENAN & ASSOCIATES	CONTRACTED SERVICES	0100	0000000	5450000	071	\$ 10,000.00
7/15/2021	000007551	004084	RUSSELL SIGLER, INC	CONTRACTED SERVICES	0100	8150000	4300007	070	\$ 10,000.00
7/15/2021	000007552	000762	SOUTH BAY FENCE, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/15/2021	000007553	004915	COMMITTEE FOR CHILDREN	INSTRUCTIONAL SUPPLIES	0100	3010000	5800006	061	\$ 15,474.60
7/15/2021	000007554	0000000438	NYHART		0100	0000000	5800010	071	\$ 2,100.00
7/15/2021	000007555	001931	UNITED RENTALS	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 5,000.00
7/15/2021	000007556	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000002	4300000	064	\$ 233.97
7/15/2021	000007557	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800010	067	\$ 17,070.00
7/15/2021	000007558	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	\$ 500.00
7/15/2021	000007559	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 30,000.00
7/15/2021	000007560	0000000621	PARKHOUSE TIRE INC	TRANSPORTAION SERVICES	0100	0982000	5600005	074	\$ 10,000.00
7/15/2021	000007561	000279	COURTNEY TIRE SERVICE	TRANSPORTATION SERVICES	0100	0982000	5600005	074	\$ 5,000.00
7/16/2021	000007562	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/16/2021	000007563	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/16/2021	000007564	003622	FASTENAL COMPANY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 1,000.00
7/16/2021	000007565	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/16/2021	000007566	003598	BJ'S RENTALS, INC.	MAINTENANCE SUPPLIES	0100	8150000	5600001	070	\$ 5,000.00
7/16/2021	000007567	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/16/2021	000007575	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 519.54
7/16/2021	000007576	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 24.09

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/16/2021	000007577	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	000002	4300000	064	\$ 1,184.17
7/19/2021	000007578	001532	VERITIV OPERATING COMPANY	PUBLICATION SUPPLIES	0100	000000	4300050	073	\$ 912.22
7/20/2021	000007579	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	000000	4300011	050	\$ 446.70
7/20/2021	000007580	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3212000	4300000	010	\$ 48,272.00
7/22/2021	000007583	000809	OFFICE DEPOT	PUBLICATIONS SUPPLIES	0100	000000	4300011	073	\$ 694.81
7/22/2021	000007584	0000000397	HORIZON DISTRIBUTORS	GROUPS SUPPLIES	0100	8150000	4300014	068	\$ 10,000.00
7/22/2021	000007585	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	000000	4300001	018	\$ 306.18
7/22/2021	000007593	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	3213000	4300000	061	\$ 1,734.02
7/22/2021	000007594	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 5,361.78
7/22/2021	000007595	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	000000	4300011	062	\$ 154.95
7/22/2021	000007595	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	000000	4300011	062	\$ 110.53
7/22/2021	000007596	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 249.22
7/22/2021	000007597	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 3,930.70
7/22/2021	000007598	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 515.05
7/22/2021	000007599	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 1,951.06
7/22/2021	000007601	002981	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/22/2021	000007602	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/22/2021	000007603	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	000000	4300011	071	\$ 1,033.67
7/22/2021	000007604	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 5,046.49
7/23/2021	000007605	004426	TRANE U.S. INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/23/2021	000007606	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 8,041.55
7/23/2021	000007607	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	000000	4300002	067	\$ 633.69
7/23/2021	000007608	001164	MATERIAL SALES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/23/2021	000007609	004401	OTAY MESA SALES INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/23/2021	000007610	004459	BEST PLUMBING SPECIALTIES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/23/2021	000007611	0000000007	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/23/2021	000007612	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 6,191.01
7/23/2021	000007613	001947	BELLAMA	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,000.00
7/23/2021	000007614	002726	CAL-PLASTIC & METALS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/23/2021	000007615	002958	MIRAMAR BOBCAT INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/23/2021	000007616	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 2,000.00
7/23/2021	000007617	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 10,000.00
7/23/2021	000007618	001079	PENSKE TRUCK LEASING	CONTRACTED SERVICES	0100	8150000	5600001	070	\$ 5,000.00
7/23/2021	000007619	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	000000	4300020	069	\$ 6,522.78
7/23/2021	000007620	004542	MPC ELECTRONICS INC	TECHNOLOGY SUPPLIES	0100	000000	4300002	067	\$ 5,000.00
7/23/2021	000007621	001795	WILLY'S ELECTRONIC SUPPLY CO.	TECHNOLOGY SUPPLIES	0100	000000	4300002	067	\$ 4,000.00
7/23/2021	000007622	001161	HOME DEPOT	TECHNOLOGY SUPPLIES	0100	000000	4300002	067	\$ 2,000.00
7/23/2021	000007623	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	000000	4300002	067	\$ 3,000.00
7/23/2021	000007624	004323	GALLAGHER BENEFIT SERVICES, INC	PROFESSIONAL SERVICES	0100	0300100	5800010	071	\$ 5,253.00
7/26/2021	000007625	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	000000	4300011	071	\$ 59.03
7/26/2021	000007625	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	000000	4300050	073	\$ 59.03
7/26/2021	000007626	002847	ROAD ONE TOWING	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,000.00
7/26/2021	000007627	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 1,794.52
7/26/2021	000007628	002754	EL TAPATIO CATERING	CATERING SERVICES	0100	0300008	4300015	022	\$ 697.09
7/26/2021	000007629	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300001	061	\$ 1,151.56
7/26/2021	000007630	004858	FLYERS ENERGY	CONTRACTED SERVICES	0100	0982000	4300022	074	\$ 60,000.00
7/26/2021	000007631	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 10,000.00
7/26/2021	000007632	004131	HYDROTEX PARTNERS, LTD	CONTRACTED SERVICES	0100	0982000	4300022	074	\$ 5,000.00
7/26/2021	000007633	001383	BUS WEST	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	\$ 5,000.00
7/26/2021	000007634	004603	THE BATTERY PLACE	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	\$ 1,000.00
7/26/2021	000007635	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300001	061	\$ 1,575.10
7/26/2021	000007636	002539	ZONAR SYSTEMS	MAINTENANCE AGREEMENT	0100	0982000	5800006	074	\$ 12,772.79
7/26/2021	000007637	0000000077	AZTEC CONTAINER	LEASE EQUIPMENT	0100	8150000	5600001	070	\$ 1,616.24

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
7/26/2021	000007638	000000336	PROJECT LEAD THE WAY INC	PROFESSIONAL SERVICES	0100	4127000	5800006	061	\$ 6,650.00
7/26/2021	000007639	002539	ZONAR SYSTEMS	TRANSPORTATION SUPPLIES	0100	0982000	4300060	074	\$ 2,114.53
7/26/2021	000007640	003909	TEAMTALK NETWORK	MAINTENANCE AGREEMENT	0100	0982000	5600005	074	\$ 5,000.00
7/27/2021	000007641	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300001	061	\$ 3,279.61
7/27/2021	000007642	000000744	EXPLORE LEARNING, LLC	LICENSING FEES	0100	0000001	5800006	061	\$ 3,900.00
7/27/2021	000007643	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 358.92
7/27/2021	000007644	004048	BROADWAY AUTO GLASS	TRANSPORTATION SUPPLIES	0100	0982000	5600005	074	\$ 2,000.00
7/27/2021	000007645	000000224	WESTERN PUMP INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,000.00
7/27/2021	000007646	000000326	ILLUMINATE EDUCATION INC.	PROFESSIONAL SERVICES	0100	0000001	5800010	061	\$ 32,170.32
7/27/2021	000007647	002768	ROMAINE ELECTRICT CORPORATION	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	\$ 3,000.00
7/27/2021	000007648	001702	COMMON GOAL SYSTEM	CONTRACTED SERVICES	0100	0000001	5800006	061	\$ 7,066.60
7/27/2021	000007649	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	012	\$ 1,394.67
7/27/2021	000007650	000000633	WEX BANK	OPERATIONAL SERVICES	0100	0000000	4300022	067	\$ 2,500.00
7/27/2021	000007650	000000633	WEX BANK	OPERATIONAL SERVICES	0100	0982000	4300022	074	\$ 15,000.00
7/27/2021	000007650	000000633	WEX BANK	OPERATIONAL SERVICES	0100	8150000	4300022	070	\$ 15,000.00
7/27/2021	000007650	000000633	WEX BANK	OPERATIONAL SERVICES	0100	8150000	4300022	068	\$ 15,000.00
7/27/2021	000007651	001178	SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	4203000	5800010	061	\$ 38,600.00
7/27/2021	000007652	001906	LEARNING A-Z	LICENSES MATERIAL	0100	3010000	5800006	061	\$ 34,200.00
7/27/2021	000007653	001178	SAN DIEGO COUNTY	PROFESSIONAL SERVICES	0100	4203000	5800010	061	\$ 21,450.00
7/27/2021	000007654	000000622	ANIXTER INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 5,000.00
7/27/2021	000007655	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	4035000	5200003	061	\$ 1,550.00
7/28/2021	000007656	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300001	061	\$ 1,626.76
7/28/2021	000007657	000000281	XEROX FINANCIAL SERVICES	LEASE AGREEMENT	0100	0000000	5600020	010	\$ 111,291.00
7/28/2021	000007658	01641A	XEROX CORPORATION	MAINTENANCE AGREEMENT	0100	0000000	5600020	071	\$ 9,200.00
7/28/2021	000007659	000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5300000	061	\$ 13,358.00
7/28/2021	000007660	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 7,000.00
7/28/2021	000007661	000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	5800010	067	\$ 6,000.00
7/28/2021	000007662	000000223	NINYO & MOORE	PROFESSIONAL SERVICES	0100	9010070	6200000	080	\$ 13,534.00
7/28/2021	000007663	000146	LAKESHORE	CONTRACTED SERVICES	0100	5640000	5800006	052	\$ 6,600.00
7/29/2021	000007664	001152	CUSTOM BINDING	PUBLICATION SUPPLIES	0100	0000000	4300050	073	\$ 1,023.63
7/29/2021	000007665	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300001	061	\$ 3,134.81
7/29/2021	000007666	000000124	MRC SMART TECHNOLOGY SOLUTIONS	MAINTENANCE AGREEMENT	0100	0000000	5600020	010	\$ 110,000.00
7/29/2021	000007667	01641A	XEROX CORPORATION	MAINTENACE AGREEMENT	0100	0000000	5600020	073	\$ 50,000.00
7/30/2021	000007668	000000779	TRAFERA, LLC	TECHNOLOGY LICENSING	0100	3213000	5800006	010	\$ 39,360.00
8/2/2021	000007669	002909	AT&T	UTILITIES	0100	0000000	5900003	069	\$ 40,000.00
8/2/2021	000007670	001438	REPUBLIC SERVICES	UTILITIES	0100	0000000	5500005	069	\$ 140,000.00
8/2/2021	000007671	001339	PITNEY BOWES	POSTAGE	0100	0000000	5600005	071	\$ 1,530.00
8/2/2021	000007672	003102	SAN DIEGO COUNTY SCHOOL BOARDS	ANNUAL MEMBERSHIP	0100	0000000	5300000	063	\$ 323.67
8/2/2021	000007673	000000091	AVID CENTER	CONTRACTED SERVICES	0100	4203000	5300000	061	\$ 19,815.00
8/2/2021	000007675	000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	0000000	5200003	064	\$ 10,745.00
8/2/2021	000007676	003528	SOUTHWESTERN COLLEGE	CONTRACTED SERVICES	0100	0000001	5800010	061	\$ 1,654.00
8/2/2021	000007677	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	5640000	4300001	054	\$ 268.30
8/2/2021	000007678	000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	064	\$ 5,000.00
8/2/2021	000007679	002771	SMART & FINAL	OFFICE REFRESHMENTS	0100	0000000	4300015	064	\$ 3,000.00
8/2/2021	000007680	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	063	\$ 191.74
8/2/2021	000007681	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 2,810.00
8/2/2021	000007682	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 4,565.75
8/2/2021	000007683	000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	\$ 1,755.00
8/2/2021	000007684	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 387.20
8/2/2021	000007685	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	068	\$ 4,000.00
8/2/2021	000007686	000000429	VEX ROBOTICS, INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 3,656.54
8/2/2021	000007687	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	012	\$ 560.84
8/3/2021	000007689	004678	AMAZON.COM, INC.	OFFICE MATERIAL	0100	0000000	4300444	012	\$ 172.36

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8/3/2021	000007690	001532	VERITIV OPERATING COMPANY	PUBLICATION SUPPLIES	0100	0000000	4300050	073	\$ 1,147.80
Total for 0100									\$ 3,589,827.87
7/16/2021	000007568	000000227	GOLD STAR FOODS	CAFETERIA FOODS	1300	5310000	4700001	085	\$ 550,000.00
7/16/2021	000007569	000000010	SELECTA INTERNATIONAL	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 5,000.00
7/16/2021	000007570	000000637	SYSCO SAN DIEGO INC.	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 10,000.00
7/16/2021	000007571	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 400,000.00
7/16/2021	000007572	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	1300	5310000	4700001	085	\$ 10,000.00
7/16/2021	000007574	000000088	TECH-24	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 2,000.00
7/22/2021	000007581	000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 12,000.00
7/22/2021	000007582	000987	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 3,000.00
7/22/2021	000007586	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 30,000.00
7/22/2021	000007587	004775	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	5600005	085	\$ 2,000.00
7/22/2021	000007588	000726	ECOLAB	CONTRACTED SERVICES	1300	5310000	5800000	085	\$ 1,000.00
7/22/2021	000007589	000901	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	1300	5310000	5800000	085	\$ 4,000.00
7/22/2021	000007590	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	5500007	085	\$ 3,000.00
7/22/2021	000007591	000887	SAN DIEGO RESTAURANT SUPPLY	CAFETERIA SUPPLIES	1300	5310000	4300026	085	\$ 4,000.00
7/22/2021	000007592	004462	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 5,000.00
7/22/2021	000007600	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	4700001	085	\$ 50,000.00
7/27/2021	000007650	000000633	WEX BANK	OPERATIONAL SERVICES	1300	5310000	4300022	085	\$ 2,500.00
8/3/2021	000007688	001161	HOME DEPOT	MAINTENANCE SUPPLIES	1300	5310000	4300007	085	\$ 600.00
Total for 1300									\$ 1,094,100.00
Grand Total									\$ 4,683,927.87

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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, 2021 through July 31, 2021 with checks #14-799532 through #14-805535 for a total expenditure of \$1,609,560.39 from the following sources:

General Fund - \$1,609,560.39.

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of July 1, 2021 through July 31, 2021 for a total expenditure of \$1,609,560.39

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 2021-2022 Budget?

Yes No

Requisition #

\$1,609,560.39

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
7/1/21-7/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14799532	P.I.P.S.	7/6/2021	71370.25	0100	CONTRACTED SERVICES
14799533	U.S. BANK - PARS #6746050200	7/6/2021	327569.14	0100	PROFESSIONAL SERVICES
14799999	SOUTHERN CALIFORNIA RELIEF	7/8/2021	672490.00	0100	CONTRACTED SERVICES
14800000	DANNIS WOLIVER KELLEY	7/8/2021	2288.00	0100	LEGAL SERVICES
14800548	IXL LEARNING INC.	7/12/2021	7495.00	0100	INSTRUCTIONAL MATERIAL
14800549	NEARPOD INC	7/12/2021	6150.00	0100	INSTRUCTIONAL MATERIAL
14800550	DELTAMATH SOLUTIONS INC	7/12/2021	1300.00	0100	INSTRUCTIONAL MATERIAL
14801401	ACHIEVE3000, INC	7/15/2021	63290.97	0100	PROFESSIONAL SERVICES
14801402	LUCID8 LLC	7/15/2021	4225.00	0100	CONTRACTED SERVICES
14801403	FRONTLINE TECHNOLOGIES GROUP	7/15/2021	16855.06	0100	PROFESSIONAL SERVICES
14801404	CODESP	7/15/2021	2300.00	0100	ANNUAL MEMBERSHIP
14801405	SCHOOL INNOVATIONS	7/15/2021	8300.00	0100	PROFESSIONAL SERVICES
14802553	ACHIEVE3000, INC	7/19/2021	19450.00	0100	PROFESSIONAL SERVICES
14802554	I B TROPHIES & AWARDS	7/19/2021	1416.62	0100	OFFICE SUPPLIES
14802555	ANYTIME SIGN SOLUTION, INC	7/19/2021	969.38	0100	OFFICE SUPPLIES
14802556	EDUPOINT EDUCATIONAL SYSTEMS	7/19/2021	17070.00	0100	CONTRACTED SERVICES
14805504	AZTEC CONTAINER	7/29/2021	1616.24	0100	LEASE EQUIPMENT
14805505	VECTOR USA	7/29/2021	7363.53	0100	PROFESSIONAL SERVICES
14805506	BMR HEALTH SERVICES, INC	7/29/2021	3709.43	0100	PROFESSIONAL SERVICES (SLP)
14805507	XEROX FINANCIAL SERVICES	7/29/2021	9274.25	0100	LEASE AGREEMENT
14805508	ILLUMINATE EDUCATION INC.	7/29/2021	32170.32	0100	PROFESSIONAL SERVICES
14805509	MAXIM HEALTHCARE SERVICES, INC	7/29/2021	3120.00	0100	PROFESSIONAL SERVICES(SLP)
14805510	DANNIS WOLIVER KELLEY	7/29/2021	3665.50	0100	LEGAL SERVICES
14805511	NYHART	7/29/2021	2100.00	0100	PROFESSIONAL SERVICES
14805512	EFRAIN IVAN MANRIQUEZ	7/29/2021	44.30	0100	MILEAGE
14805514	NADIA BRAUN	7/29/2021	5440.00	0100	PROFESSIONAL SERVICES
14805515	FRANK VILLALVA JR.	7/29/2021	1775.00	0100	PROFESSIONAL SERVICES
14805516	SAN DIEGO GAS & ELECTRIC	7/29/2021	70997.59	0100	UTILITIES
14805517	COURTNEY TIRE SERVICE	7/29/2021	347.83	0100	TRANSPORTATION SERVICES
14805518	THE INSTITUTE FOR EFFECTIVE	7/29/2021	7669.53	0100	PROFESSIONAL SERVICE-NON PUBLIC
14805519	EWING IRRIGATION	7/29/2021	2223.55	0100	GROUND SUPPLIES
14805520	ASELTINE SCHOOL	7/29/2021	5628.42	0100	PROFESSIONAL SERVICES-NON PUBLIC
14805521	A-Z BUS SALES, INC.	7/29/2021	9636.68	0100	CONTRACTED SERVICES

Expenditure Report
7/1/21-7/31/21

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14805522	ZONAR SYSTEMS	7/29/2021	12772.79	0100	MAINTENANCE AGREEMENT
14805523	CALIFORNIA ELECTRIC SUPPLY	7/29/2021	432.17	0100	MAINTENANCE SUPPLIES
14805524	YMCA OF SAN DIEGO COUNTY	7/29/2021	162742.41	0100	AFTERSCHOOL PROGRAM
14805525	PROFESSIONAL TUTORS OF AMERICA	7/29/2021	160.00	0100	PROFESSIONAL SWRVICES
14805526	FEDEX	7/29/2021	31.31	0100	POSTAGE
14805527	BEST BUY	7/29/2021	188.09	0100	TECHNOLOGY SUPPLIES
14805528	STANLEY CONVERGENT SECURITY	7/29/2021	271.00	0100	CONTRACTED SERVICES
14805529	TEAMTALK NETWORK	7/29/2021	397.80	0100	MAINTENANCE AGREEMENT
14805530	RUSSELL SIGLER, INC	7/29/2021	625.14	0100	CONTRACTED SERVICES
14805531	GALLAGHER BENEFIT SERVICES, INC	7/29/2021	437.75	0100	PROFESSIONAL SERVICES
14805532	SAN DIEGO CENTER FOR CHILDREN	7/29/2021	3246.16	0100	PROFESSIONAL SERVICES-NON PUBLIC
14805533	ABA EDUCATION FOUNDATION	7/29/2021	1413.00	0100	PROFESSIONAL SERVICES
14805534	SOUTH BAY COMMUNITY SERVICES	7/29/2021	30979.00	0100	PROFESSIONAL SERVICES
14805535	TEACHER SYNERGY LLC	7/29/2021	3400.00	0100	INSTRUCTIONAL MATERIAL
14805513	WEX BANK	7/29/2021	3142.18	0100	OPERATIONAL SERVICES
Total Fund 01			\$ 1,609,560.39		
Grand Total			\$ 1,609,560.39		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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 \$4,510.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$4,510.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Administration
Gina A. Potter, Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH WILKINSON HADLEY KING & COMPANY LLP

BACKGROUND INFORMATION:

California Education Code and Proposition 39 require that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested. Proposition 39 indicates that districts shall conduct an annual, independent financial audit of the Bond proceeds until all of those proceeds have been spent for the school facilities improvement projects authorized by the voter approved Measure. The results of such audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance to the Citizens' Bond Oversight Committee.

On March 3, 2020, the voters of the San Ysidro School District authorized Measure T and Measure U under the Proposition 39 statutes. Measure T (\$52,985,000) and Measure U (\$55,500,000) authorized the issuance of \$108,485,000 million in General Obligation Bonds (the "Bonds") which replaced the Proposition C unissued bonds.

In order to be in compliance with Prop 39, the District performed an informal RFP with experienced auditing companies and Wilkinson Hadley King & Co. LLP is the only CPA company that responded. The District would like to enter into a 3-year contract with Wilkinson Hadley King & Co. LLP to perform the Bond Audit for Measures T and U. Audit years 2020-21, 2021-22 and 2022-23.

RECOMMENDATION:

Approve the 3-year agreement with Wilkinson Hadley King & Co. LLP for bond auditing services at an estimated cost of \$15,300.00 from the Measure T and U funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$15,300.00

(Amount)

Measure T and U Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Wilkinson Hadley King & Co. LLP
Company/Consultant

619-447-6700
Telephone Number

218 W. Douglas Ave., El Cajon, CA 92020
Address

www.whllp.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: August 13, 2021 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

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5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Wilkinson Hadley King & Co. LLP	
Name:	Aubrey W. Mann	
Title:	CPA	
Address:	218 W. Douglas Ave.	
City/State/Zip Code:	El Cajon, CA 92020	
Telephone:	(619) 447-6700	
Email:	amann@whllp.com	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Wilkinson Hadley King & Co. LLP
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

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 _____

EXHIBIT A

Scope of Services

Audits to be Completed

We propose to provide the following services to San Ysidro School District:

1. Audit of Measure T General Obligation Bond Fund.
2. Audit of Measure U General Obligation Bond Fund.

Audit Requirements to Be Followed

Due to our team's experience in auditing California school districts, Wilkinson Hadley King & Co. LLP is knowledgeable of the applicable audit requirements. We therefore can assure the District that this engagement will adhere to the audit requirements of the California K-12 Local Education Agency Audit Guide, as prepared by the Education Audit Appeals Panel.

Financial and Compliance Areas to Be Audited

Typically, our firm will select various departments of the District for sampling purposes and will test the internal controls on other various departments of the District during each audit. The departments to be tested will be based on the risk assessment completed during the planning phase of the audit. Concerns indicated by the District's management during audit planning are factors considered during the risk assessment process.

In addition, the following are objectives for the financial statement audit of the District. During the audit planning stage, we may identify additional objectives specific to the District. More detailed information about the approach to the audit is provided later in this proposal.

- All cash and investments on the balance sheet are on hand, in transit, or on deposit with third parties (depositories) in the name of the District.
- Cash balances reflect a proper cutoff of receipts and disbursements and are stated at the correct amount.
- Payroll (wages, salaries, and benefits) disbursements are made only for work authorized and performed, as applicable to bond fund.
- Payroll is computed using rates and other factors in accordance with contracts and relevant laws and regulations.
- Expenditures for goods or services are authorized and in accordance with bond indenture and applicable laws and regulations.
- Expenditures for goods or services and related disbursements and liabilities have been recorded correctly as to account, fund, budget category, period, and amount.
- Revenues have been billed or charged and recorded at the correct amount and in the correct fund, and receivables are stated at the net realizable amount.
- Account balances and transactions are properly classified in the financial statements and the related note disclosures to the financial statements are adequate.
- Fund balances and net position are properly stated.
- Long-term liabilities of the District and the related payments are properly recorded.
- ICOC compliance to applicable laws and regulations

Audit Report Submission Date

Our firm agrees to meet the time constraints and reporting deadline requirements specified in the District’s Request for Proposals; therefore, the final audit reports will be provided to the District within nine months of each fiscal year end, unless extended time is discussed and agreed upon based upon circumstances arising during the year.

Audit Documentation

Wilkinson Hadley King & Co. LLP has appropriate policies and procedures in place to ensure proper retention of audit documentation for a period of at least three years as required by the District’s RFP. Our firm agrees to make available, on request by the California Department of Education, a copy of documentation pertaining to the audit of San Ysidro School District.

Audit Report Issuance

Upon issuance of the final audit reports to the District, Wilkinson Hadley King & Co. LLP will also provide copies of the audit report, as well as any management or communication letter, directly to the California Department of Education, the California State Controller’s Office, San Bernardino County Superintendent of Schools, and the Federal Audit Clearinghouse on behalf of the District.

Audit Timeline



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Gaining an Understanding of Internal Controls

Auditing standards require us to obtain an understanding of internal controls to plan the audit and to assist in determining the nature, timing and extent of audit procedures to be performed. Our understanding of the District's internal control framework will primarily be obtained through inquiry and discussions with management. In addition, an understanding of the District's internal controls over financial reporting will be completed and documented through a series of internal control questionnaires. Key controls will be tested through observation, inspection of documents and detail tests of transactions. Resources such as the District's budget, organizational charts, policy and procedure manuals, and assessment of information technology systems will be utilized accordingly to gain an understanding of the District's internal control structure.

Customer Service Philosophy

Our firm is committed to keeping an open communication with management throughout the audit process. Our client relationships rely upon open and regular communication. We know that your time is valuable and you often need assistance quickly. Due to our specialization in the school district industry, the San Ysidro School District will receive knowledgeable assistance throughout the year. The Engagement Partner and Audit Manager will be available continuously throughout the engagement period for consultation or discussion.

Our goal is to respond to all client questions within one workday. Full contact information for your audit team, including emails and cell phone numbers, will be provided to the District. If your audit supervisors happen to be unavailable, the District also may request assistance from other members of our firm. Due to our extensive experience working with school district, you can be assured that all members of our team will provide knowledgeable assistance to the District.

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Fees

The following represents our proposal for the audit fees for the District. Our proposed fees are all-inclusive for the audit engagement. The proposed fees are:

	2020-21	2021-22	2022-23
Measure T Bond Audit	\$5,100	\$5,100	\$5,100
Measure U Bond Audit	\$5,100	\$5,100	\$5,100

Proposed fees are based upon our being engaged to do the District's financial audit and therefore gaining efficiencies associated with dual testing. If we are no longer engaged to perform the financial audit for the District we reserve the right to modify pricing.

The following represents our firm's billing rates for any additional accounting or audit work that may be requested by your school. We will not engage any services outside of the annual audit without permission from you. The following represents our hourly rate for school districts which are discounted 25% from our standard hourly rates:

Classification	Rate
Partner	\$175
Manager	\$125
Senior Accountant	\$95
Staff Accountant	\$75
Clerical	\$45

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:

Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services are provided based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. School principal may designate and work in conjunction with the school's PTA to coordinate student activities/events and purchase incentives with the commission from these services.

RECOMMENDATION:

Approve the agreement with Gloria Gonzalez Photography to provide school portraits and other specialty items for students and staff for school year 2021-22.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Gloria Gonzalez Photography

Company/Consultant

(619) 409-2027

Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154

Address

fotografiagloria@gmail.com

Email

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.

(1) All photographs taken pursuant to this Agreement shall be processed and printed exclusively in the United States of America.

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 maintain a valid and current City of San Diego Business Tax Certificate for the duration of 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: August 13, 2021

To: June 30, 2022

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign Company Contract 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

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to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

(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 Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage 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.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include 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. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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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.

4.8 CONFIDENTIALITY

All photographs, video, data, materials, products, technology, financial information and other documents ("Confidential Information"), either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Confidential Information shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the services performed pursuant to this Agreement. Consultant shall not disclose, cause or facilitate the

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disclosure of the Confidential Information to any person or entity not connected with the performance of the services or this Agreement. Consultant shall adhere to all relevant Family Educational Rights and Privacy Act (FERPA) Regulations. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known or has become known to the related industry shall be deemed confidential.

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 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 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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 attach a copy of this verification.)**

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 employees.

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Gloria Gonzalez Photography
Name:	Gloria Gonzalez
Title:	Owner
Address:	5317 Vista Santa Margarita
City/State/Zip code:	San Diego, CA 92154
Telephone:	(619) 409-2027
Email:	fotografiagloria@gmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476 ext. 3003	
Email:	marilyn.adrianzen@syzdschools.org	

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Gloria Gonzalez Photography

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. 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 Section 45122.1.

_____ (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.

_____ (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) It is understood that by signing this document, Consultant agrees that they are familiar with 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 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.

_____ (Initial) Consultant will provide a list of their employee's names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____ (Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify 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 that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District’s facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

GLORIA GONZALEZ PHOTOGRAPHY

Signature

Date

Name/Title (Print)

July 2021

To whom it may concern,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 29 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

Christmas Package:

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

Spring Package:

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

13D.5
Page 12 of 16

Graduation Package:

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

Christmas Package: The sessions are usually in the month of November.

- 1) calendar 6x10
 - 2) 5x7's
 - 1) 3.5X5
 - 4) wallets
 - 6) gift tags
- price: \$32 dlls.

Spring Package: The sessions are usually taken in the month of February

- 1) 6x10
 - 2) 5x7's
 - 1) 3.5x5's
 - 4) wallets
- Price: \$32 dlls.

Graduation Package: The sessions are usually taken in the month of May

- 1) 8x10
 - 2) 5x7's
 - 8) wallets
 - 1) 6x12 Group Photo
- Price: \$43 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$12 dlls. and 15 dlls. respectively, additional to the package.

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.



gloria gonzález
PHOTOGRAPHY

This year we will leave \$4 dollars per package and \$1 for each specialty item bought.

For the graduation package we have worked with preschool, TK, kindergarten and occasionally 6th grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services. This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the San Ysidro School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography

13D.5
Page 14 of 16



Schools Picture Dates San Ysidro School District

Christmas pictures 2021

Date	School
November 9 th	La Mirada Elementary School
November 10 th	Smythe Elementary School
November 17 th	Sunset Elementary School
November 17 th	Sunset Preschool
November 18 th	Ocean View Hills Elementary School
November 18 th	Ocean View Hills Preschool
November 19 th	CDC
November 16 th	Willow Elementary School

Spring/Easter pictures 2022

Date	School
March 15 th	La Mirada Elementary School
March 16 th	Smythe Elementary School
February 23 th	Sunset Preschool
February 24 th	Ocean View Hills Preschool
February 25 th	CDC
February 23 th	Sunset Elementary School
February 24 th	Ocean View Hills Kinder and Elementary School
February 25 th	CDC
March 1 th	Willow Elementary School

Graduation pictures 2022

Date	School
May 3 th	La Mirada Elementary School
May 4 th	Smythe Elementary School
May 6 th	Sunset Kinder and Elementary School

May 11 th	Sunset Preschool
May 12 th	Ocean View Hills Preschool TK and Kinder
May 13 th	CDC
May 10 th	Willow Elementary School
April 28 th	Ocean View Hills Elementary School 6 th grade

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM: Maintenance, Operations, Transportation & Facilities Informational
Paulo Azevedo, Director Action

AGENDA ITEM: AMENDMENT NO. 1 TO THE ZONAR SYSTEMS AGREEMENT

BACKGROUND INFORMATION:

Zonar provides access to its fleet telematics suite of solutions called Zonar Ground Traffic Control including its Electronic Vehicle Inspection Report System. Services include activation, 24/7 access to Fleet Management Web Application, email & phone support, software upgrades, daily account monitoring, monthly executive summary reporting, and annual site visit. Zonar is compatible with Transfinder which is the routing system that the District is also purchasing, this will include GPS service to track students picked up/dropped off.

Amendment No. 1 includes: One time service to upgrade hardware and services to (15) Samsung Tab Active2 Zonar Mobile Shield at an annual cost of \$720.00. The new annual contract cost is \$12,740.84.

RECOMMENDATION:

Approve/Ratify Amendment No. 1 to the Zonar Systems Agreement to provide service to upgrade hardware to Samsung tablets installed on school buses in the annual amount of \$720.00 from General fund-Transportation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

AMEND NO. 1

\$720.00

(Amount)

General Fund - Transportation

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Sales Quote

18200 Cascade Ave S.
Seattle WA, 98188

Phone: (206) 501-3903

Fax: 206-878-3082

Email: Austin.giglio@zonarsystems.com

Date: July 14, 2021

Expiration Date: August 13, 2021

Customer Name: San Ysidro School District

AMENDMENT NO. 1

Agreement dated 07-01-2020

To: Paulo Azevedo
San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
619-428-4476

Service Billing: Annual

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS
Austin Giglio	FedEx	Ground	TBD	NET 30

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
15	Samsung Tab Active2 Zonar Mobile Shield	\$48.00	\$720.00
Total:			\$720.00

Terms & Conditions

- The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
- Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
- No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
- Any shipment dates identified are estimates only, and are subject to change. Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
- Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
- All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
- Early termination of Service Agreement will result in early termination fees.

SYSD Board approved/ratified: _____

Marilyn Adrianzen, Chief Business Official

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 2 TO TRANSFINDER AGREEMENT

BACKGROUND INFORMATION:

On May 9, 2019, the Governing Board approved the agreement with Transfinder. Transfinder software provides a Routing and Scheduling System, GIS Map Conversion, and other important tools that helps the Transportation Department to set and analyze routes, facilitate scheduling of field trips and assist with dispatching. One of the benefits of Transfinder is it interfaces with Zonar, the GPS system currently being used on District buses.

Amendment No. 2 includes Wayfinder for Zonar ZPass Integration to save time building routes, take attendance and navigate all from mobile device. Wayfinder is an app for iOS or Android users, that will provide Routefinder Pro users with new and updated routes based on actual GPS locations and is compliant with State3 regulations. Term: July 2021 to May 9, 2024.

RECOMMENDATION:

Approve/Ratify Amendment No. 2 to the Transfinder Agreement to provide Wayfinder software license for the Transportation Department at an annual cost of \$3,000.00 from the General-Transportation Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 2021-2022 Budget?

Yes No

Requisition #

ANNUALLY
\$3,000.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



AMENDMENT NO. 2

Proposal

DATE: July 9, 2021

440 State Street
Schenectady, NY 12305

To: Paulo Azevedo

Prepared By: Angela Vitti

San Ysidro Elementary School District
4350 Otay Mesa Rd
San Ysidro, CA 92173-1685

Title: Account Executive
Phone: 1-518-723-8206
avitti@transfinder.com

This Quotation is valid for 30 days from Issue Date

Transfinder Products and Services	Qty.	Initial Cost	Annual Fees
<p>Wayfinder with Zonar ZPass Integration</p> <ul style="list-style-type: none"> • Resource Substitution <ul style="list-style-type: none"> ○ Driver can identify which vehicle will be utilized for a trip • Navigation <ul style="list-style-type: none"> ○ Turn by Turn voice guidance ○ Speedometer and smart map zoom ○ Accurate electronic route sheets for trips created in Routefinder ○ On demand navigation using Quickfinder functionality to search address, student, and other data types, or by pinning on the map • Attendance <ul style="list-style-type: none"> ○ Calendar-based schedules ○ Automated attendance using Zonar ZPass readers ○ Driver interaction ○ Skip stops before or during navigation or manual take attendance <p>Includes:</p> <ul style="list-style-type: none"> • Up to two (2) hours of online training which must be used within four (4) weeks of system installation. <p><i>*Wayfinder is available for Transfinder Hosted Network (THN) clients and requires Zonar Wayfinder 3PA and Zonar Zpass Hardware.</i></p>	<p>15 Users</p>	<p>\$3,000</p>	<p>\$3,000</p>
Initial Cost		\$3,000	
Increase to existing Technical Support and Upgrade Fees		Included	\$3,000

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

Approved By:

Marilyn Adrianzen, CBO

Name & Title	Signature	Date
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Board approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Department Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: INTERAGENCY AGREEMENT WITH COUNTY OF SAN DIEGO FOR
FOSTER CARE EDUCATIONAL SUPPORT

BACKGROUND INFORMATION:

The San Diego County Office of Education along with many stakeholders has developed an Interagency Agreement to provide educational support to students in foster care. All stakeholders included in this agreement are: Health and Human Services, Child Welfare Services, Probation Department, School Districts, Superintendent of Schools, Voices for Children, Superior Court and Public and Alternate Public Defender.

The agreement facilitates a system 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 purpose of the Interagency Agreement is to specify the roles and responsibilities for all stakeholders and to establish procedures for the implementation of the law at the local level. The term of the Interagency Agreement is from August 1, 2021 to July 31, 2026.

RECOMMENDATION:

Approve/Ratify the 5-year San Diego County Interagency Agreement and continue to provide educational support to students in Foster Care with partnering stakeholders listed in the Interagency Agreement.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.10: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

NA
(Amount)

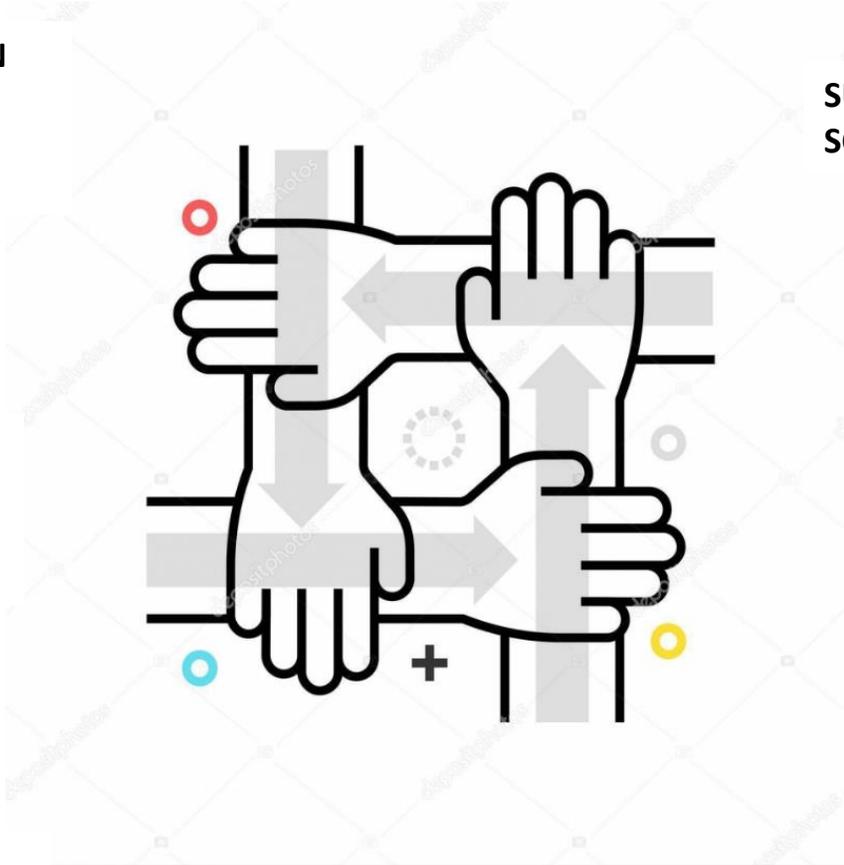
NA
(Name of funding source and/or location)

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

SAN DIEGO COUNTY INTERAGENCY AGREEMENT

**FOR PROVIDING EDUCATIONAL SUPPORT TO
STUDENTS IN FOSTER CARE**

**PROBATION
DEPARTMENT**



**HEALTH AND HUMAN
SERVICES
CWS**

**SUPERINTENDENT OF
SCHOOLS**

**PUBLIC AND
ALTERNATE
PUBLIC DEFENDER**

**SCHOOL
DISTRICTS**

**SUPERIOR
COURT**

**VOICES FOR
CHILDREN**

AUGUST 1, 2021

SAN DIEGO COUNTY

INTERAGENCY AGREEMENT AMONG:
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
FOSTER YOUTH SERVICES COORDINATING PROGRAM

SAN DIEGO COUNTY LOCAL EDUCATION AGENCIES (LEAs)

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:
JUVENILE COURT AND COMMUNITY SCHOOLS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

SAN DIEGO COUNTY
HEALTH AND HUMAN SERVICES AGENCY CHILD WELFARE SERVICES
(A Placing Agency)

SAN DIEGO COUNTY PROBATION DEPARTMENT
(A Placing Agency)

SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER (SDPD) AND SAN DIEGO COUNTY
DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD)

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC. (CLSSD)

VOICES FOR CHILDREN
COURT APPOINTED SPECIAL ADVOCATES (CASAs)

Prepared under the auspices of the Foster Youth Services Coordinating Program
Executive Advisory Council.

Copies can be obtained at the San Diego County Office of Education, Foster Youth Services
Coordinating Program & Homeless Education Services Program website

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

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PART 1: OVERVIEW

A. Acknowledgements

This document was developed by a subcommittee of the Foster Youth Services Coordinating Program, Executive Advisory Council, chaired by Mindy Kukich, Coordinator for Foster Youth Services Coordinating Program of the San Diego County Office of Education. Stakeholders included:

County of San Diego:

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Probation Department
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County Counsel
Jessica Smith, Senior Deputy County Counsel

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San Diego County Office of Education

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Vista Unified School District:

Michelle Walsh, Student Services Coordinator

Sweetwater Union High School District:

Mariana Gomez, Program Manager

Superior Court of California, San Diego:

Beth Brown, Staff Attorney
Joy Lazo, Staff Attorney

Voices for Children:

Jane Wehrmeister, Senior Advocacy Supervisor

Contact information for the subcommittee members is listed in Appendix G.

B. BACKGROUND

STATEMENT OF THE PROBLEM

In 2018-2019 there were more than 2,300 children in foster care in San Diego County. Demographically, the foster care population in San Diego is similar to other jurisdictions, with children of color being overrepresented. The ethnic breakdown was as follows: 26% White, 45% Hispanic, 1% Native American, 4% Asian, 10% African American and 14% Other.

In 2018-2019 DATAQUEST reports show that 47% of students in foster care were below state standards for Smarter Balance English language arts and 56% did not meet Smarter Balance Math standards. The California Dashboard indicators show that students in foster care continue to have high rates of chronic absenteeism and are suspended at three times the rate of their peers. The College/Career indicator shows that students in foster care are far less prepared for college and careers by almost half the rate of other student groups.

Frequent changes in home and school placements can also have a detrimental effect on the academic performance and future success of children in foster care. Some of the barriers that children in foster care face as a result of frequent changes in placement include:

- Loss of education records, resulting in potential loss of academic credits and time spent in school and increased risk of dropping out of school
- Interruptions in their continuity of education, which further exacerbate the learning gaps that these students face
- Loss of health records, resulting in possible duplication of immunizations and a potential break in continuity of essential health care and medication
- Difficulties adjusting to changing care and school environments, resulting in stress and behavioral problems
- Loss of contact with persons familiar with their health, education, and well-being needs, resulting in inadequate care and inappropriate school placements
- Lack of permanent family or family-like support systems upon exit from foster care system
- Lack of bonding with peers, which can lead to higher risk of involvement in the juvenile justice system

LEGISLATIVE RESPONSE

In recent years, the California Legislature has taken an active role in addressing the academic needs of foster children by passing significant foster care education laws to ensure:

- A meaningful opportunity to meet state academic achievement standards
- Stable school placements
- Placement in the least restrictive educational programs
- Access to the academic resources, services, and extracurricular and enrichment activities available to all students
- Educational and school placement decisions that are based on the best interests of the child
- Timely transfer of students and their records when a change of school occurs
- FERPA exemptions for institutions, child welfare agencies and educational agencies working to improve the educational outcomes for students in foster care
- Immediate enrollment

- Placement, suspension, and expulsion notification
- Appointment of appropriate educational representatives who meet with the student
- Extended foster care for non-minor dependents
- Postsecondary support

The following legislation was enacted to support the academic needs of students in foster care and alumni of foster care:

- AB 2463 (Chapter 1129, Statutes of 1996) provides outreach, access, and retention services for foster youth interested in attending a California State University or community college.
- AB 490 (Chapter 862, Statutes of 2003) ensures school stability and enhanced educational opportunities for youth in foster care.
- SB 464 (Chapter 413, Statutes of 2003) requires a school district, special education local plan area, or county office of education to invite to the individualized education program (IEP) team meetings a representative of the group home in those cases in which a pupil with exceptional needs has been placed in a group home by a juvenile court.
- AB 1858 (Chapter 914, Statutes of 2004) sets standards and mandates to enhance the quality of non-public schools for students in foster care.
- SB 1639 (Chapter 668, Statutes of 2004) supports foster youths' right to access information on higher education and encourages the California Community Colleges, the California State University, and the University of California to disseminate information to foster care agencies regarding admissions requirements and financial aid.
- AB 1261 (Chapter 639, Statutes of 2005) amends an AB 490 section on school placement disputes, requires an organized process for school placements and requires local educational agencies to provide explanations regarding placements if they are disputed.
- The federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351) amended Title IV-E of the Social Security Act to require that case plans for children and youth in foster care include specified assurances for educational placement stability. It also provides for the cost of reasonable travel for the child to remain in the school in which the child is enrolled at the time of placement as an allowable cost of foster care maintenance.
- In January 2008, the Judicial Council of California adopted a new set of court rules that make education a priority at every juvenile court hearing.
- AB 1393 (Chapter 391, Statutes of 2009) requires California State Universities and encourages the University of California and California Community Colleges to give priority for on-campus housing to emancipated foster youth.
- AB 167 (Chapter 223, Statutes of 2009), as amended by AB 216 (Chapter 324, Statutes 2013) exempts a youth in foster care who transfers from a new school during the eleventh or twelfth grade from completing locally imposed course requirements that exceed minimum state standards if those requirements would prevent graduation while the student remains eligible for foster care.
- AB 669 (Chapter 251, Statutes of 2009) exempts current or former foster youth 19 years of age or younger from California State University, University of California and California Community Colleges in-state residency requirements for tuition and fees.
- AB 81 (Chapter 76, Statutes of 2009) requires that a foster child who changes residences pursuant to a court order or the decision of a child welfare worker be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.
- SB 597 (Chapter 339, Statutes of 2009) conforms state law to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 so that California's children and families can benefit from the opportunities in the federal law.

- SB 4 (Chapter 3, Statutes of 2009-10 Fifth Extraordinary Session) improves student achievement and enhances parental choice in education by providing additional options to pupils to enroll in public schools without regard to the residence of their parents. The Open Enrollment Act provides students enrolled in one of the 1,000,000 Open Enrollment schools the option to enroll in a school within the same district or any other district provided the school to which they are applying has a higher Academic Performance Index (API) than the pupil's school of residence.
- SB 1317 (Chapter 647, Statutes of 2010) defines a misdemeanor for parents or guardians of students in grades K-8 who are chronically truant and establishes a deferred entry of judgment program for such parents and guardians. A chronic truant is "any pupil subject to compulsory full-time education or to compulsory continuing education who is absent from school without a valid excuse for 10 percent or more of the schooldays in one school year, from the date of enrollment to the current date, provided that the appropriate school district officer or employee has complied with specified provisions of law."
- SB 1357 (Chapter 704, Statutes of 2010) requires the CDE, contingent on federal funding and in consultation with the Department of Finance and the Legislative Analyst's Office, to prepare CALPADS to include data on a quarterly rate of pupil attendance. It also requires that CALPADS be capable of issuing to local educational agencies periodic reports on district, school, class, and individual pupil rates of absence and chronic absentees, and states the intent of the Legislature to support the development of early warning systems to identify and assist pupils at risk of academic failure or of dropping out.
- AB 12, the California Fostering Connections to Success Act (Chapter 559, Statutes of 2010), as amended by AB 212 (Chapter 459, Statutes of 2011) conforms state law to federal law in order to maximize federal financial participation by opting in to kinship guardianship assistance payments provisions and extends transitional foster care services, including support of education, for eligible youth between 18 and 21 years of age pursuant to the federal Fostering Connections to Success and Increasing Adoptions Act of 2008. AB 12 also requires the placing agency to ensure that every school-aged child is enrolled or in the process of enrolling in a full-time school.
- AB 1933 (Chapter 563, Statutes of 2010) requires a local educational agency (LEA) to allow a child in foster care to remain in his or her school and district of origin for the duration of the court's jurisdiction. If the court's jurisdiction over a student terminates during the school year, the student may remain in the school through the end of the school year.
- SB 1353 (Chapter 557, Statutes of 2010) further defines "best interests of the child" for purposes of educational school placement. In addition, if out-of-home placement is used to attain case plan goals, the choice of placement must be close to the parent's home and must promote educational stability.
- AB 1573 (Chapter 93, Statutes of 2012) deems that a student in foster care, who remains in the school of origin, has met the residency requirements for attendance within that school district.
- AB 1712 (Chapter 846, Statutes of 2012) extends specified benefits to youth up to 21 years of age, described as nonminor dependents.
- AB 1909 (Chapter 849, Statutes of 2012) requires notification of meetings and hearings related to the discipline of a student in foster care to be provided to the holder of educational rights, the social worker, and the attorney for the student.
- AB 2060 (Chapter 176, Statutes of 2012) requires the court to determine the best appropriate educational rights holder for a student when a parent's educational rights have been limited. It also requires the educational surrogate to meet with the student and investigate the educational needs of the student.
- SB 121 (Chapter 571, Statutes of 2012) authorizes an LEA to provide the holder of educational rights with specified information and prohibits a licensed children's institution from requiring that a child be identified as an individual with exceptional needs as a condition of admission or

residency.

- SB 1568 (Chapter 578, Statutes of 2012) mandates that students in foster care be allowed to remain in their school of origin through graduation if their placement in care is terminated while the student is in high school.
- The Federal Uninterrupted Scholars Act (USA) of 2013 allows educational agencies to disclose pupil records, or the personally identifiable information contained in those records, to appropriate child welfare agency representatives engaged in addressing the pupil's educational needs (see 20 USC 1232g; 34 CFR 99.31).
- The Local Control Funding Formula (LCFF) (2013) overhauled the way California's public K-12 schools are funded, including new provisions related to foster youth.
- AB 1432 (Chapter 797, Statutes of 2014) requires the CDE to provide information to all schools, districts, and county offices of education regarding child abuse detection and reporting responsibilities of mandated reporters.
- SB 1023 (Chapter 771, Statutes of 2014) provides funds for services in support of postsecondary education for students in foster care.
- AB 2276 (2014) requires county offices of education and probation departments to develop a joint transition and planning policy to ensure all youth are effectively reintegrated into the district school system.
- AB 220 (Chapter 165, Statutes of 2015) provides that a student completing coursework which meets or exceeds the content standards for Algebra I or Mathematics 1 shall be deemed to have satisfied the graduation requirement.
- AB 224 (Chapter 554, Statutes of 2015) requires the CDE to develop a standardized notice of the educational rights of students in foster care and make the notice available to educational liaisons for dissemination.
- AB 379 (Chapter 772, Statutes of 2015) allows students in foster care to enforce their educational rights through the State's Uniform Complaint Procedure.
- AB 854 (Chapter 781, Statutes of 2015) changes "Foster Youth Services Programs" to "Foster Youth Services Coordinating Programs," aligning its definition with the LCFF definition which includes all students in foster care.
- AB 1166 (Chapter 171, Statutes of 2015) provides that if a district fails to provide timely notice of a student's eligibility determination for AB 167/216, the student is to be declared eligible for the exemption, even if the student is no longer in foster care.
- SB 445 (Chapter 289, Statutes of 2015) revises the definition of a local educational agency, as it pertains to the required appointment of a foster care educational liaison, to include all charter schools.
- The Every Student Succeeds Act (2015) reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's education law. It contains provisions specific to foster youth, including protections related to school stability and transportation, mandatory data reporting, and agency collaboration.
- AB 379 (2015) makes foster youth education rights enforceable through the State's Uniform Complaint Procedure (UCP).
- AB 1432 (2015) requires all school personnel to complete an approved Mandated Reporter Training annually.
- AB 288 (2015) authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for students.
- AB 1962 (2018) changes the definition of "foster youth" for state funding and accountability purposes by adding a dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal

court's jurisdiction in accordance with the tribe's law, provided that the child would also meet one of the descriptions in WIC § 300 describing when a child may be adjudged a dependent child of the juvenile court. This change is effective the 2020-2021 fiscal year.

- AB 1974 (Chapter 577, Statutes of 2018) prohibits a public school or school district from taking negative action against a pupil or former pupil in foster care.
- AB 2083 (2018) requires each county to develop and implement a memorandum of understanding, as specified, setting forth the roles and responsibilities of agencies and other entities that serve children and youth in foster care who have experienced severe trauma.
- AB 2657 (2018) prohibits an educational provider from using a behavioral restraint or seclusion in certain circumstances, including, but not limited to, for the purpose of coercion, discipline, convenience, or retaliation, and prohibits the use of certain restraint and seclusion techniques.
- AB 1835 (2020) requires each school district, county office of education, and charter school to identify unspent supplemental and concentration grant funds by annually reconciling and reporting to the department its estimated and actual spending of those moneys. Requires unspent funds identified pursuant to these provisions to continue to be expended to increase and improve services for unduplicated pupils and requires each local educational agency to report the amounts of unspent funds identified in its local control and accountability plan.
- SB 860 (2020) requires the plan to also describe how the program will coordinate efforts to ensure, to the extent possible, the completion of the Free Application for Federal Student Aid or the California Dream Act Application for foster youth pupils who are in grade 12 as part of the Foster Youth Services Coordinating Program.

PURPOSE OF THE INTERAGENCY AGREEMENT

The ability of the system to mitigate academic obstacles faced by children and youth in foster care is too often hampered by unclear lines of responsibility and accountability and unshared or incomplete information. For the purposes of this agreement, students in foster care are defined by:

EC 48853.5(a) This section applies to a foster child. "Foster child" means a child who has been removed from his or her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his or her home and is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code.

EC 42238.01(b) "Foster youth" means any of the following:

A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from his or her home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.

A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from his or her home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster care as defined by subdivision (d) of Section 727.4 of the Welfare Institutions Code.

A non-minor under the transition jurisdiction of the juvenile court, as described in Section 450 of the Welfare and Institutions Code, who satisfies all of the following criteria:

- He or she has attained 18 years of age while under an order of foster care placement by the juvenile court, and is not more than 21 years of age, on or after January 1, 2014, and as described in Section 10103.5 of the Welfare and Institutions Code.

- He or she is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization that entered into an agreement pursuant to Section 10553.1 of the Welfare and Institutions Code
- He or she is participating in a transitional independent living case plan pursuant to Section 475(8) of the federal Social Security Act (42 U.S.C. Sec. 675), as contained in the federal Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351), as described in Section 11403 of the Welfare and Institutions Code.

A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the tribal court’s jurisdiction in accordance with the tribe’s law, provided that the child would also meet one of the descriptions in Section 300 of the Welfare and Institutions Code describing when a child may be adjudged a dependent child of the juvenile court.

Therefore, the purpose of the Interagency Agreement is to specify the roles and responsibilities of the agreement stakeholders collectively referred to hereafter as “stakeholders” and to establish procedures for the implementation of the law at the local level.

WEB-BASED INFORMATION SHARING

The Foster Youth Services Coordinating Program of the San Diego County Office of Education (FYSCP) retired a secure web-based system, Foster Youth – Student Information System (FY-SIS[®]) in 2019. FYSCP agreed to provide a new secure web-based information system known as Foster Focus in 2020 to store demographic, health, and education information for youth who are under the jurisdiction of the Superior Court of California, County of San Diego, Juvenile Division (Juvenile Court).

The Sacramento County Office of Education (SCOE) administers the Foster Focus Student System and provides secure, web-based communication between education agencies and placement agencies. Foster Focus allows for the automatic matching of records from district student information systems, the Child Welfare System/Case Management System (CWS-CMS) and CALPADS. This system allows information to be exchanged between schools and districts as students experience school placement changes.

The new Memorandum of Agreement (MOA) was signed and executed between the County of San Diego (County) Health and Human Services Agency, Child Welfare Services (HHS- CWS) and Department of Probation (Probation), and the San Diego County Superintendent of Schools (SDCSS) in 2020.

The sharing of records and information is consistent with amendments to the Federal Education Records and Privacy Act and the Education Code which allow educational agencies to share a foster youth’s education records directly with appropriate child welfare agency representatives who have legal responsibility for the care and protection of the pupil, for purposes of addressing the pupil’s educational needs. (See 20 USC 1232(g); 34 CFR 99.31; EC 49076)

WEB-BASED INFORMATION AVAILABLE

School districts benefit from Foster Focus by having access to information that is otherwise difficult to obtain. Schools and districts can identify all students in their school or district who are currently supervised by Juvenile Court, either as a dependent or as a ward. Additional information available includes (but is not limited to): the name and contact information for the child’s social worker or probation officer and the person holding educational rights; education records (prior school placements, attendance, grades, etc.). EC 49076; WIC 827(a)(1)(G) & (b); San Diego Superior Court Local Rule. 6.4.16.

AGREEMENTS

The school district of attendance will share educational data from its local student information system to Foster Focus for students under the jurisdiction of the court after a linking agreement is executed between FYSCP and the school district. School districts will pay an initial linking fee of \$5,000. The school district will pay a fee of \$500 for each additional year thereafter.

SCOE will provide support to linking school districts to securely transfer student information to Foster Focus using a secure server.

Only those individuals authorized to use Foster Focus will be given access to information via an approval from the agency or district representative designated as their Foster Focus administrator. All agencies shall comply with relevant State and Federal law and other applicable local rules which relate to records use, security, confidentiality, privacy, dissemination, and retention/ destruction. This includes (but is not limited to) the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the California Education Code, and the California Welfare and Institutions Code. A complete listing of duties and responsibilities may be found in the San Diego County Foster Focus MOA. EC 49076 and WIC 827(b) and WIC 827(a)(1)(G) and San Diego Local Rules 6.6.4.16.

PRIOR AGREEMENTS ARE SUPERSEDED

This agreement supersedes all prior agreements made with respect to Foster Focus and the FOSTER FOCUS[®] system, with the exception of the San Diego County Foster Focus MOA, which remains in full force and effect.

No agency is required to share student records or information if not permitted by applicable state or federal laws and no agency receiving student records or information under this Agreement may further disclose it unless as permitted by applicable laws.

Relevant to participation in an interagency data information system:

- Each participating agency/district must develop security procedures or devices by which unauthorized personnel cannot access data in the system.
- Each participating agency/district must develop procedures or devices to secure privileged or confidential data from unauthorized disclosure.
- Each school district must comply with the access log requirements of Section 49064.
- The right to access information shall not include the right to add, delete, or alter data without written permission of the agency holding the data; and
- Each agency or district shall not make public or otherwise release information on an individual contained in the database if the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation

C. Description of the Interagency Agreement

FOUNDATION

This is San Diego County's fifth Interagency Agreement. It is based on:

- The first, second, third, and fourth Interagency Agreements (which, as noted in Part 1(B), are superseded by this fifth Interagency Agreement).
- The legal requirements for addressing the academic needs of foster youth.

CHANGES

Following the adoption of the first four Interagency Agreements, the San Diego County Superintendent of Schools/San Diego County Office of Education: Foster Youth & Homeless Education Services conducted workgroups with cross-system stakeholders to solicit review and feedback on how the Agreement was working. Stakeholders indicated changes to reflect a more accurate picture of how specific topics were being put into practice. In addition, the policy and procedure sections from the previous agreement were joined into one section where information is more easily found in one place.

In addition, new legislation has expanded the legal requirements for meeting the academic needs of students in foster care. These additions were incorporated into this Agreement.

The Interagency Agreement is a living document that will continue to develop as the legislation and the systems serving youth continue to evolve. These changes will be reflected by amendments with revisions sent to all.

THE BODY

The Interagency Agreement has four major components as well as appendices for the Reader's Reference.

- Part 1: Overview
- Part 2: Agreement Stakeholders
- Part 3: Terms of Agreement and Signatories
- Part 4: Procedures Listed by Topic

THE APPENDICES

Because the Interagency Agreement represents the intersection of Health and Human Services, Probation and Education, the subcommittee took this opportunity to provide supplemental information that may help each profession gain a better understanding of the others. For example, the glossary has been substantially expanded and includes a few commonly used terms as well as those specifically included in the body. Another major component of the appendices is the inclusion of the California Foster Youth Education Task Force (CAFYETF) California Foster Youth Education Law Fact Sheets that explain key education functions related to foster care.

Forms and sample letters include:

- Modification from prior agreement
- Glossary
- Sample JV-535
- Sample JV-535(A)
- Sample JV-536
- Sample Badges: CWS, Probation, CLSSD & Voices for Children
- Sample Group Home and Foster Home Agreements
- Sample School Emergency Card
- Judicial Checklist re: Education
- Sample Health & Education Passport
- Sample Needs & Services Plan

- Sample Appraisal/Needs & Services Plan for Group Homes
- Foster Care Education Fact Sheets
- School Enrollment / Disenrollment Notice for Foster Youth
- Contact List by Agency
- Subcommittee Contact Information
- AB 1909 Letter
- AB 490 Initial Intake Form
- AB 490 Case Closure Form
- Best Interest Determination Form

All Appendices items can be located at <https://drive.google.com/drive/folders/13i5bc5mOPLlvdTsp-Ngc6LQVjsgTZuFr?usp=sharing>

IMPLEMENTATION

Training is provided to all stakeholders on an ongoing basis, including implementation of the procedures in the Interagency Agreement. Stakeholders having difficulties with any aspect of the procedures are encouraged to contact the FYSCP office at (858) 298-2060, which will facilitate the communication so that solutions can be explored for incorporation into updates.

FORMAT

The Interagency Agreement will be accessible electronically at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

PART 2 AGREEMENT STAKEHOLDERS

This Agreement is entered into by the following stakeholders:

Education Agencies:

- SDCOE: Foster Youth Services Coordinating Program (FYSCP)
- San Diego County Local Education Agencies (LEAs)
- SDCOE: Juvenile Court and Community Schools

Placing Agencies:

- County of San Diego Probation Department (Probation)
- County of San Diego Health and Human Services Agency (HHSA) - Child Welfare Services (CWS)

Superior Court of California, County of San Diego (SCCSD)

Children's Legal Services of San Diego, Inc. (CLSSD)

San Diego County Department of the Public Defender (SDPD)

San Diego County Department of the Alternate Public Defender (SDAPD)

Voices for Children - Court Appointed Special Advocates (CASAs)

AGREEMENT PARTICIPANT DESCRIPTIONS

EDUCATION AGENCIES

Foster Youth Services Coordinating Program (FYSCP):

As outlined in AB 854, the Foster Youth Services Coordinating Program has successfully supported the educational achievement of pupils in foster care. This success has contributed to landmark California education finance reform that prioritizes the educational needs of pupils in foster care. The County Office of Education is uniquely situated to support interagency collaboration and capacity building, both at the system and individual pupil level, focused on improving educational outcomes for pupils in foster care.

As a key component to the successful implementation of the local control funding formula (LCFF), the FYSCP should support and facilitate such collaboration and capacity building while preserving the ability to provide direct services when there are identified gaps in services at the local level and the local Executive Advisory Council determines that these services are needed and aligned with local control and accountability plan priorities.

San Diego County Local Education Agencies (LEAs):

An LEA can be a public school district or a body that oversees multiple schools, including primary and secondary public and private schools. The responsibilities of an LEA may include operating the public school system, distributing grant money to school projects, and contracting for educational services.

PLACING AGENCIES

County of San Diego Probation Department (Juvenile Probation):

The Probation Department reports directly to the Juvenile Court on compliance with the Court's orders, provides supervision of the youth on Probation, and provides custodial programming for youth at three locations: Kearny Mesa Juvenile Detention Facility, East Mesa Juvenile Detention Facility, and Urban Camp. Probation provides services to strengthen families and keep families together as well as ongoing efforts to reunify youth with their family following a removal. Probation assesses youth for trauma, mental health, medical, familial, and criminogenic needs. Probation utilizes a wide variety of evidence-based prevention and intervention programs, case planning and case management to assist youth and their families. In conjunction with effective case planning, Probation works collaboratively with local

schools, community-based organizations, Health and Human Services (HHS), Child Welfare Services (CWS), and Behavioral Health Services (BHS), to provide the most appropriate and pertinent services. Through its Youth Development and Community Support Services (YDCSS) team members and client-centered partnerships, Probation continues to stand in Department values and become innovative through evidence-based and best practices in continuum of care, supervision, accountability, and a restorative practice philosophy within a culture of caring in promoting public safety.

County of San Diego Health and Human Services Agency (HHS) - Child Welfare Services (CWS):

Child Welfare Services (CWS) is committed to excellence in the delivery of culturally competent, family-centered, and child-focused protective services. CWS investigates reports of suspected child abuse and neglect and intervenes with families who do not meet the minimum community standards of health and safety as required by law. Investigations are conducted in a thorough and professional manner. Family interventions are completed in the least intrusive manner necessary for the protection of the child. In addition to these services, CWS administers the following: Polinsky Children’s Center, a 24-hour facility for the temporary emergency shelter of children; San Pasqual Academy, a first-in-the-nation residential education campus for adolescent foster youth; foster care eligibility and licensing; group home placement services for foster youth with emotional and behavioral issues; services to emancipating foster youth; adoptive home assessments and placements; and critical support services to regional operations.

This Agreement is not applicable in situations where there is another placing agency not listed in this definition.

SUPERIOR COURT OF CALIFORNIA IN AND FOR THE COUNTY OF SAN DIEGO (SCSD):

The San Diego Superior Court serves all of San Diego County as one of the state’s 58 trial courts. The court has jurisdiction over criminal cases, traffic and minor offense cases, civil cases, family law cases, probate cases, and juvenile cases, including dependency, juvenile justice, and emancipations.

CHILDREN’S LEGAL SERVICES OF SAN DIEGO, INC. (CLSSD):

Children’s Legal Services of San Diego, Inc. (CLSSD) is a non-profit public benefit corporation representing indigent children in San Diego County’s juvenile dependency courts, as well as juvenile justice-involved youth.

SAN DIEGO COUNTY OFFICE OF THE PUBLIC DEFENDER:

The San Diego County Office of the Public Defender provides quality legal assistance to individuals charged with a crime in state court who are financially unable to retain private counsel. Juvenile justice matters are handled by three special units within the office.

SAN DIEGO COUNTY DEPARTMENT OF THE ALTERNATE PUBLIC DEFENDER (SDAPD):

The SDAPD represents defendants in cases where the Primary Public Defender has a conflict of interest or is unable to represent the accused for various reasons. For example, it would be a conflict of interest for the same office to represent all defendants charged with the commission of the same crime. As a result, the Board of Supervisors voted to create a second public defender office in 1990.

VOICES FOR CHILDREN – COURT-APPOINTED SPECIAL ADVOCATES (CASAs):

Voices for Children works with key agencies, legal counsel, educational institutions, and community programs to identify and protect the best interests of each child. A court order grants the CASA volunteer access to educational records and to speak with school staff, regardless if they are appointed as the child’s educational surrogate. Voices for Children staff members are also privy to this information if a CASA is assigned. CASAs make recommendations to the Court about the permanent placement of a child (or sibling group); follow the child's progress through various placements; facilitate communication with all parties involved in a case; and commit to serve as a CASA for at least 18 months. Voices for Children also employs Case Liaisons who are stationed in each of San Diego’s dependency courtrooms. These paid employees triage cases in real time, capture important information about the complexity and severity of each child’s case, and find and advocate for services on less urgent cases. Case Liaisons have the same right to information as CASA volunteers.

PART 3 TERMS OF AGREEMENT AND SIGNATORIES

TOBACCO-FREE FACILITY

The San Diego County Office of Education (SDCOE) is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office of Education property.

PERIOD OF AGREEMENT

This agreement will be effective from August 2021 to July 2026. SDCOE: Foster Youth Services Coordinating Program will convene a subcommittee to review the document annually in response to legislative changes and input from member agencies. All of the parties may elect to extend this Agreement for any period beyond five years, pursuant to the amendment requirements described under the “Amendments to this Agreement” section below.

TERMINATION

Prior to the expiration date of this Agreement, a party may terminate this Agreement for convenience at any time by providing written notice of the intent to terminate upon all parties pursuant to the ‘Notice’ requirement in Part 4 of this Agreement. Upon termination of this Agreement, if a party retains information received under it, any subsequent use, storage, and access to such information will continue to be subject to the terms and conditions of this Agreement.

CONFIDENTIALITY AND INFORMATION SHARING

Release of information and information sharing with and to SDCOE-FYSCP and among signatories of the Agreement is pursuant to EC 49076 (a)(1), WIC 827(a)(1)(G) & (b) and San Diego Superior Court Local Rules, rule 6.6.4.(16).

Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Uninterrupted Scholars Act of 2014, the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely for meeting the educational needs of foster youth and shall not be shared with others or

used for any other purposes. All such released information is also subject to all applicable federal, state, and local laws, rules, regulations, policies and other applicable court orders regarding confidentiality and privacy.

INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other parties, their directors, officers, agents, volunteers, and employees, from and against any and all claims, demands, damages, loss, and other liability, including but not limited to damages or destruction of property, injuries to or death of persons, and reasonable attorney fees and costs, resulting from or arising out of performance and/or nonperformance of its duties and responsibilities under this Agreement; and any other negligent act or omission of that respective party's directors, officers, agents, volunteers, or employees in connection with the terms and conditions of this Agreement. A party shall have no obligation, however, to defend, indemnify or hold harmless a second party from such a claim, demand, damage, loss, or other liability if it is determined by a court of competent jurisdiction that such was caused by the sole negligence or willful misconduct of that second party. If a claim, demand, damage, loss, or other liability arises out of the concurrent acts or omissions of more than one party, those respective parties are each completely liable to all other parties under the indemnification requirements of this paragraph. Notwithstanding the foregoing language, nothing in this Agreement shall be construed as (1) a waiver of any legal rights to judicial or quasi-judicial immunity that apply to the San Diego Superior Court, its employees, and/or its judicial officers; or (2) a promise to indemnify any party to this Agreement with respect to any actions by the Court, its employees, and its judicial officers that are subject to judicial or quasi-judicial immunity; or (3) limitations on the judicial discretion of the Court's judicial officers.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and, with the exception of the FOSTER FOCUS® MOA referenced in Part 1(B) of this Agreement, no prior writings, or representations of any nature, written or oral, shall be deemed to vary the provisions hereof.

AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended to reflect changes in legislation or policy. Amendments will be sent in writing to a representative of each party to this Agreement. Parties to this Agreement are identified below in the 'Signatories to Agreement' section of Part 4.

GOVERNING LAW

This Agreement will be deemed to have been made in and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California.

COMPLIANCE WITH APPLICABLE LAWS

All responsibilities identified in this Agreement shall be performed in accordance with applicable federal, state, and local laws, rules, regulations, and policies.

NOTICE

All notices, requests, demands and other communications made to parties under this Agreement shall be in writing and delivered personally or sent by United States first class mail, postage prepaid, to the addresses set forth in the "Signatories to Agreement" section below.

NON-ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto. None of the rights, privileges, interests, duties or obligations created by this Agreement are assignable by a party without the prior written consent of all the remaining parties.

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

**SAN DIEGO COUNTY
SUPERINTENDENT OF SCHOOLS**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY
HEALTH & HUMAN SERVICES AGENCY**

By (Authorized Signature)

Name (Type or Print)

Title

Date

**COUNTY OF SAN DIEGO PROBATION
DEPARTMENT**

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHILDREN'S LEGAL SERVICES OF SAN DIEGO, INC.

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

**SAN DIEGO COUNTY OFFICE OF
THE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

VOICES FOR CHILDREN

By (Authorized Signature)

Name (Type or Print)

Title

Date

**SAN DIEGO COUNTY OFFICE OF THE
ALTERNATE PUBLIC DEFENDER**

By (Authorized Signature)

Name (Type or Print)

Title

Date

JCCS

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS

ALPINE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CAJON VALLEY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

CHULA VISTA

By (Authorized Signature)

Name (Type or Print)

Title

Date

BONSALL UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARDIFF

By (Authorized Signature)

Name (Type or Print)

Title

Date

DEHESA

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

DEL MAR UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

ENCINITAS UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

ESCONDIDO UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION ELEMENTARY

By (Authorized Signature)

Name (Type or Print)

Title

Date

LA MESA-SPRING VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

LAKESIDE UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

NATIONAL

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN PASQUAL UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

LEMON GROVE

By (Authorized Signature)

Name (Type or Print)

Title

Date

RANCHO SANTA FE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN YSIDRO

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

ELEMENTARY SCHOOL DISTRICTS (continued)

SANTEE

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOUTH BAY UNION

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLECITOS

By (Authorized Signature)

Name (Type or Print)

Title

Date

SOLANA BEACH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SPENCER VALLEY

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

HIGH SCHOOL DISTRICTS

ESCONDIDO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

GROSSMONT UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGUITO UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

FALLBROOK UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

JULIAN UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

SWEETWATER UNION HIGH

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

UNIFIED SCHOOL DISTRICTS

BORREGO SPRINGS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CORONADO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

OCEANSIDE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

CARLSBAD UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

MOUNTAIN EMPIRE UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

POWAY UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized

UNIFIED SCHOOL DISTRICTS (continued)

RAMONA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN MARCOS UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VISTA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

SAN DIEGO UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

VALLEY CENTER-PAUMA UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

WARNER UNIFIED

By (Authorized Signature)

Name (Type or Print)

Title

Date

PART 4

PROCEDURES LISTED BY TOPIC

OVERVIEW

This section of the Interagency Agreement sets forth specific procedures and responsibilities of stakeholders in addressing the educational needs of children in foster care. This section combines two sections from the previous agreement (Policies and Procedures) and outlines the basis in law as well as local agreement.

TOPICS COVERED

The six major components of Part 4 are:

- Educational Rights and District-Appointed Surrogate Parents
- School Placement Choice
- Change in Schools
- Residential Placement
- Records, Lists, Notifications and Monitoring
- Transportation

A. Educational Rights and District-Appointed Surrogate Parents

DEFINITIONS

California law refers to the person who has been given educational rights by the court as an “educational representative” or “educational rights holder” and the person appointed by school districts as a “surrogate parent.” However, the federal government refers to the person appointed by the court as a “surrogate parent.” In this document the phrase “person holding educational rights” is used when referring to the person appointed by the court and the term “district-appointed surrogate parent” is used when referring to the person appointed by the school district.

ORGANIZATION OF THIS SECTION

The authorities, responsibilities and procedures regarding educational rights are presented first, followed by those relating to district-appointed surrogate parents.

Educational Rights

OVERVIEW

Normally, parents or legal guardians have the right to make educational decisions for their children. This continues to be the case, even after children enter the foster care system, unless the court determines that it is in the best interest of the child to limit the educational rights of the parents and assign

someone else as the responsible person to serve this function. Resource parents/caregivers may or may not be the persons holding educational rights. The court may appoint one or more persons to jointly hold a student’s educational rights (please refer to “Procedures re: Educational Rights” section).

PLACING AGENCY RESPONSIBILITIES

Placing agencies will:

1. Identify who holds educational rights at the time of out-of-home placement (and at all subsequent hearings) and state whether it is appropriate for them to retain those rights
2. When appropriate, recommend to the court that educational rights be limited and recommend an alternate rights holder
3. Keep a record of who holds educational rights for a foster youth
4. Inform the person holding educational rights of their role and responsibilities
5. In the event that the person holding educational rights resigns, notify the court so that an alternate can be assigned
6. Notify the caregivers of who holds educational rights and of any change in the educational rights holder
7. Inform the AB 490 School District Foster Care Liaison of who holds educational rights and of any changes in the educational rights holder

CRC 5.651(b)(2); WIC 358.1, 366.1, 727.2

EDUCATIONAL RIGHTS HOLDER RESPONSIBILITIES

The person who holds educational rights represents the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions made must be based on the best interest of the child. The person holding educational rights is also required to:

1. Meet with the child at least once
2. Consult with those involved in the child’s education
3. Review education records
4. Request/provide written consent for all assessments and services
5. Participate in determining whether it is in the child’s best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
6. Comply with laws pertaining to confidentiality of student records
7. Notify the placing agency upon resignation from the child’s case
8. With respect to an Individualized Education Program (IEP):
 - a. Request an assessment if appropriate, and approve all IEPs
 - b. Attend all meetings
 - c. Meet with the child at least once in advance of a meeting
 - d. Review and revise the plan
 - e. Provide written consent to the IEP

EC 48850 et seq., 56055; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Concerns regarding the roles and responsibilities of a student’s educational rights holder should be directed to the youth’s assigned case worker or probation officer.

SCCSD (JUVENILE COURT) RESPONSIBILITIES

The SCCSD (Juvenile Court) shall:

- Require that court reports, case plans, assessments and permanency plans address the following:
 - (a) The child’s educational entitlements and how those entitlements are being satisfied.
 - (b) Information to assist the court in deciding whether the right of the parent/guardian to make educational decisions should be limited; and
 - (c) Information concerning whether the school has met its obligation to provide educational services to the child.
- Where feasible, provide oversight of placing agencies to ensure the child’s educational rights are investigated, reported, and monitored.
- Ensure that each parent/ guardian receives information and available assistance concerning the child’s educational entitlements. (Standards of Judicial Administration 5.40(h).)

A. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
B. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions
C. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
D. child is in a permanent placement formerly called long term foster care	may: <ul style="list-style-type: none"> • Allow resource parents/caregiver to represent the child without a court appointment. However, current local policy requires the submission of a JV-535 to the court • Determine that any or all of the above may not make educational decisions for the child. CRC 5.651(b)(1)

SDCOE: FYSCP RESPONSIBILITIES

SDCOE: FYSCP will maintain a secure web-based database known as Foster Focus. Utilizing data received from HHSA-CWS, San Diego Juvenile Court, San Diego Probation and all San Diego County School Districts, Foster Focus will collect and store education information for foster youth in the dependency and juvenile justice systems. This includes information about educational representatives on the JV-535 forms received from the Juvenile Court Clerk. FYSCP will maintain the strictest confidentiality of this information and will ensure that only authorized users are allowed access to Foster Focus. FYSCP will ensure that all schools and school districts have access to this information in order to identify the educational rights holder by emailing an encrypted or password-protected copy of the JV-535 after it is uploaded to Foster Focus.

EDUCATIONAL RIGHTS HOLDER PROGRAM (ERHP)

This program is an agreement between the Children's Legal Services of San Diego, Inc. (CLSSD), HHSA-CWS, San Diego County Superintendent of Schools, FYSCP, San Diego Volunteer Lawyer Program, Inc. (SDVLP), University of San Diego – Education and Disability Clinic (USD-EDC), and University of San Diego -- Children's Advocacy Institute (USD-CAI) & Advocates for Children and Education (USD-ACE). The ERHP intends to eliminate delays in meeting the educational rights of foster youth by training and providing student volunteers from USD to serve as Educational Rights Holders (ERHs) on a short-term basis until a permanent ERH can be appointed. In appropriate cases and considered on a case-by-case basis, a volunteer from ERHP can serve as a temporary ERH until educational rights are transferred to another individual who can serve as a permanent ERH or educational rights are transferred back to the parent(s), guardian(s), or Indian custodian(s) of the student in foster care.

LOCATION OF INFORMATION

Sources for identifying who holds educational rights are the:

- FOSTER FOCUS®
- Health and Education Passport (See Appendix E3)
- Placing Agency
- Minor's counsel

DURATION OF APPOINTMENT

If a person is assigned to hold educational rights, the assignment lasts until:

- The youth reaches age 18
- A non-minor dependent chooses to have another adult appointed while in extended foster care
- Another adult is appointed instead
- The educational rights of the parent, guardian or Indian custodian are restored
- A successor guardian or conservator is appointed
- The person resigns

WIC 361, 726; GC 7579.5; CRC 5.650.

Procedures Re: Educational Rights

Step 1: PETITION THE COURT

The following entities may petition the court to limit the educational rights of the parents. The table below sets forth the process.

Who can petition the court?	<ul style="list-style-type: none">• The placing agency• The child's attorney <p>Note: Others with concerns re: the person holding educational rights should contact the placing agency.</p>
-----------------------------	---

How?	<ul style="list-style-type: none"> • Complete the Order Designating Educational Rights Holder (Form JV-535) and Attachment to Order Designating Educational Rights Holder (Form JV-535(A)). See Appendix B1. • Be prepared to recommend a responsible adult to serve as the ERH.
When?	At any stage in the case, or an ex parte or special hearing may be requested.

STEP 2: THE COURT DECIDES

After hearing evidence, the court may limit the educational rights of the mother, father, guardian, Indian custodian, or anyone holding educational rights.

If the court has limited the educational rights of the parents, guardian, or Indian custodian, there are four possible outcomes which are listed in the table below:

E. The court may appoint a responsible adult to make educational decisions.	
IF the.....	THEN the court.....
F. court cannot identify a responsible adult, but no IEP is involved or potentially involved	with input from others, will make the educational decisions.
G. court cannot identify a responsible adult AND the child is potentially eligible for special education or already has an IEP	will refer the child to the LEA to appoint a district surrogate.
H. child is in a another planned permanent living arrangement (APPLA, formerly called long term foster care)	may allow resource parents/caregiver to represent the child without a court appointment (however, current local policy requires the submission of a JV-535 to the court)

STEP 3: CHOICE OF APPOINTMENT

The first choice for appointment of a person to hold educational rights is the child's Substitute Care Provider (includes relative, non-related extended family member, foster parent, or resource parent/caregiver).

If none of the above is feasible, the next choice is another involved adult such as:

1. A relative who is not a current caregiver
2. A non-related extended family member who is not a current caregiver
3. A CASA volunteer
4. A mentor to the child
5. Another adult known to the child

PERSONS NOT APPROPRIATE FOR APPOINTMENT DUE TO A CONFLICT OF INTEREST

1. Licensed Care Institution (LCI) staff
2. Placing agency staff
3. The child's attorney

STEP 4: TRANSFER OF DOCUMENTS

The following documents are transferred when the educational rights holder changes:

Task	Action
1.	The juvenile court clerk emails the JV-535 and JV 535(A) Forms (Appendix B1) to: a. the FYSCP Designee
2.	The FYSCP Designee: a. enters the information into Foster Focus® b. sends an encrypted email with the JV-535 Form to the AB 490 School District Foster Care Liaison and Regional FYSCP Liaison to share with the Placing Agency HEP OA.
3.	The AB 490 School District Foster Care Liaison sends the JV-535 Form to the designated school personnel.

Note: The minor's attorney is notified of the change in educational rights holder via the court minute order or at the next court hearing.

STEP 5: COMMUNICATION

The school provides the following to the person holding educational rights and the CASA, if one is assigned, regardless of whether the CASA is assigned educational rights. The CASA's court order gives the CASA the right to receive information related to a child's education, regardless of whether the CASA is assigned to hold educational rights, including:

- Copies of progress reports, report cards, transcripts, and any other pertinent school records, including disciplinary reports.
- Inclusion in:
 - o all meetings pertaining to special education and general education programs
 - o review of and consent to the recommendations of the IEP team
 - o the determination of whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement
- Notification of:
 - o all meetings, including but not limited to parent-teacher conferences, student study team meetings, IEP and Student Attendance Review Board (SARB) meetings
 - o disciplinary actions, including suspensions and expulsions
 - o attendance issues

District-Appointed Surrogate Parents

OVERVIEW

There are times when the court limits the educational rights of the parents, guardian, or Indian custodian but:

- No substitute has been appointed as the responsible person, or
- No parent, guardian, or Indian custodian can be identified, or
- No parent, guardian, or Indian custodian can be located.

If this situation exists for a child who has an IEP or is referred for an IEP assessment, the court will ask the LEA to appoint a district surrogate parent.

LOCATION OF INFORMATION

Sources for locating the identity of the district-appointed surrogate parent, if applicable, are the:

- Health and Education Passport (Appendix E3)
- Foster Focus[®]
- Placing Agency
- AB 490 School District Foster Care Liaison (a current list of AB 490 School District Foster Care Liaisons can be found on the FYSCP website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>)

DURATION OF APPOINTMENT

The duration of appointment as a district surrogate parent is the same as for a person assigned to hold educational rights, except when the child moves to a different school district. At that time, a new surrogate would have to be appointed by the district serving the child.

RESPONSIBILITIES

The district-appointed surrogate parent shall:

- Represent the child in matters relating to regular and special education. A person holding educational rights has the same educational rights as a parent/legal guardian and should be a strong advocate for the child in all education matters. All decisions must be based on the best interest of the youth.
- Meet with the child at least once
- Consult with those involved in the child's education
- Review education records
- Request and provide written consent for all assessments and services
- Participate in determining whether it is in the child's best interest to attend a school operated by the local school district, be placed in another educational program, or continue in the school of origin when moved to a new placement

- Comply with laws pertaining to confidentiality of student records
- Notify the placing agency upon resignation from the child’s case
- With respect to an Individualized Education Program (IEP):
 - request an assessment if appropriate, and approve all IEPs
 - attend all meetings
 - meet with the child at least once in advance of a meeting
 - review and revise the plan
 - provide written consent to the IEP

EC 48850 et seq.; GC 7579.5; WIC 16000(c); CRC 5.650(f)

Procedures Re: District-Appointed Surrogate Parents

STEP 1: COURT DETERMINES NEED FOR DISTRICT-APPOINTED SURROGATE

As indicated in Step 2 under “Procedures Re: Educational Rights,” the court will determine the legal need for a district-appointed surrogate parent under the following circumstances:

- The court has limited the educational rights of the parent(s), guardian, or Indian custodian, AND
- The court cannot identify a responsible adult to hold educational rights, AND
- The child is potentially eligible for special education or already has an IEP

STEP 2: REFERRAL TO LEA

Once the need for a district-appointed surrogate parent is determined, the court will refer the matter to the LEA. The JV-535 is the form the court uses to notify the LEA of the need to appoint a surrogate. (For JV-535 see Appendix B1.)

STEP 3: INITIAL TRANSFER OF DOCUMENTS

Once the court has limited educational rights, the same process for transferring documents is followed as described in Step 4 under “Procedures Re: Educational Rights.” There are two additional document transfers as well:

1. Along with the JV-535 Form, the court clerk emails the Local Education Agency Response to JV-535—Appointment of Surrogate Parent (Form JV-536) to the FYSCP designee who emails the appropriate AB 490 School District Foster Care Liaison. (For JV-536 see Appendix B2.)
2. The AB 490 School District Foster Care Liaison provides both the JV-535 and the JV-536 Forms to the designated school personnel at the child’s current school and/or the special education director and/or school site personnel.

STEP 4: LEA APPOINTS DISTRICT SURROGATE

Upon receipt of the referral from the court, the LEA promptly appoints a district surrogate parent for the child. Selection criteria are as follows:

- The person is NOT an employee of any agency that is involved in the education or care of the child.
- The person has no interests that conflict with the interests of the child.
- The person has knowledge and skills that ensure adequate representation of the child.
- The person may be an employee of a nonpublic agency that provides only non-educational care for the child as long as the person also meets the other selection criteria.

The preferred choices for appointment of a person to serve as district surrogate parent are the same as for appointment of an educational rights holder. These are:

1. the child's caregiver (includes relative, NREFM or resource parent/caregiver)
2. a Court-Appointed Special Advocate (CASA)

STEP 5: NEXT TRANSFER OF DOCUMENTS

The LEA completes the JV-536 Form and returns it to the court clerk within 21 calendar days of the appointment of a district surrogate parent. The court clerk emails the data to the FYSCP designee, who enters it into FOSTER FOCUS[®] and forwards a copy of the JV-536 Form to the placing agency.

STEP 6: CHANGE IN DISTRICT SURROGATE

If the appointed surrogate resigns or is terminated or replaced, the LEA notifies the court's clerk via the JV-536 Form. Again, the LEA must complete and submit the JV-536 Form to the court within five business days of the appointment, termination, or replacement of the district-appointed surrogate parent, or within 30 days of receipt if no surrogate is appointed. The court clerk notifies the FYSCP designee, who enters the data into FOSTER FOCUS[®] and forwards a copy of the JV-536 Form to the placing agency. If the court cannot identify a responsible adult to make educational decisions for the child, the appointment of a district surrogate parent as defined in EC 56050(a) is not warranted, and there is no resource parent/caregiver to exercise the authority granted by EC 56055, the court may, with the input of any interested person, make educational decisions for the child.

B. School Placement Choice

OVERVIEW

At the initial detention, placement, or any subsequent change in placement of a foster child, the local educational agency serving the foster child shall allow the foster child to continue attending the school of origin for the duration of the jurisdiction of the court. The first key decision is whether the child will remain in the same school. The federal Fostering Connections legislation states that the child's case plan must contain both of the following:

- An assurance that the placement takes into account the appropriateness of the current

educational setting and the proximity to the school in which the child is enrolled at the time of placement.

- An assurance that the placement agency has coordinated with the person holding the right to make educational decisions for the child and appropriate local educational agencies to ensure that the child remains in the school in which the child is enrolled at the time of placement or, if remaining in that school is not in the best interests of the child, assurances by the placement agency and the local educational agency to provide immediate and appropriate enrollment in a new school and to provide all of the child's educational records to the new school. WIC 16501.1(g)(8).

A foster child who remains in the school of origin pursuant to EC 48853.5(f) and (g) complies with the residency requirements for school attendance in the school district operating the school of origin.

School stability is critical for academic achievement. Studies show students who switch schools score lower on standardized tests, take four to six months to recover academically and, if moved during high school, are much less likely to graduate. Therefore, the law allows the child to remain in the school of origin if the child, the person holding educational rights and the AB 490 School District Foster Care Liaison all determine that remaining in the school of origin is in the best interest of the child. The factors to consider in assessing whether the child should remain in the school of origin are listed in step three of this section.

Other guiding principles for decisions regarding school placement are:

- School placement must be based on the best interests of the youth.
- Placement in a regular public school where the youth would otherwise attend must be the first option considered.
- The youth must be in the least restrictive educational environment.

RESPONSIBILITIES

All agencies are responsible for working together to ensure that all educational and school placements for foster youth are made so that:

- The child is in the least restrictive educational program.
- The child has access to academic resources, services and extracurricular and enrichment activities that are available to all students.
- Preference is given to a regular public-school placement unless certain conditions outlined in an IEP or expulsion order exist.
- All placement decisions are in the best interest of the child and shall consider, among other factors, educational stability, and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.
- The AB 490 School District Foster Care Liaison, in consultation with, and with the agreement of, the foster child and the educational rights holder for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be enrolled in a public school in the attendance area where the foster child resides. EC 48853.5(f)(6).

The AB 490 School District Foster Care Liaisons of the school district of origin and school district of attendance, if different, are responsible for participating in the best interest decision process.

San Diego County Office of Education FYSCP will notify each Short-Term Residential Therapeutic

Program (STRTP) of whom to contact (the AB 490 School District Foster Care Liaison) regarding students in their placement. SDCOE will also provide information to placing agencies about education options for children residing in LCIs, along with an appropriate contact person. EC 48850(b).

Local Education Agencies (LEAs) will:

- consider a comprehensive public school in the area where the pupil is residing and would otherwise attend as the first school placement option and allow the child to remain in the school of origin, if in their best interest:
 - for the duration of the court’s jurisdiction,
 - through the end of the school year if the court’s jurisdiction is terminated and the student is in grades K-8,
 - through high school graduation if the court’s jurisdiction is terminated and the student is in grades 9-12. EC 48853.5(f).
- place the child in the least restrictive environment, to be handled by the AB 490 School District Foster Care Liaison, in conjunction with the school. EC 48853(h).
- ensure immediate enrollment and appropriate educational placement without delay, to be handled by the AB 490 School District Foster Care Liaison, via the school registrar or designee. EC 48853.5(f)(8)(B).

Note: School placement decisions for students receiving special education are made by the IEP and the District or SELPA in which the foster youth’s home, group home or STRTP is located. That District or SELPA is responsible for convening these meetings and providing FAPE, absent another placing agency. EC 56167.

A Short-Term Residential Therapeutic Program (STRTP) shall not require as a condition of placement that it (the STRTP itself) provide the education through a nonpublic school that is owned, operated, or associated with the STRTP. EC 56366.9.

Placing agencies will:

- include in case plans an assurance that the child’s foster care placement takes into account proximity to the school in which the child is enrolled at the time of the placement as well as a summary of health and education records.
- include in case plans specified information about the child such as names and addresses of the child’s education providers, grade level performance, school record and other relevant education information. WIC 16010(a), 16501.1(g)(8).
- notify school personnel and AB 490 School District Foster Care Liaison at the time of a placement change and work together to determine whether the child can and should remain at the school of origin for purposes of educational stability and the child’s best interest.
- ensure that information in the student information system and Emergency Card is up to date and inform school personnel when the student has reunified or is otherwise changing home placement.

Resource Parents/Caregivers will:

- comply with the provisions of law as designated by the placing agency.
- support the education of the foster youth by ensuring that:
 - Youth who wish to remain in the school of origin under EC 48853.5 receive the

- opportunity to do so provided that it is in their best interest.
- If youth are reluctant to attend school, the placing agency and schools will be notified immediately.
- All youth are immediately taken to school for enrollment and the student information system has all necessary contacts and phone numbers for the caregiver as well as any restrictions imposed by the placing agency or the Juvenile Court.
- If youth remain in the school of origin, student information will be updated in the student information system and emergency cards.
- Attendance at school-related activities is facilitated and encouraged.
- A comprehensive public school is considered as the first school placement option.
- All youth receive assistance in the development and achievement of academic goals, including receiving credit for full or partial coursework.
- All youth receive assistance in the preparation and completion of homework.
- Eligible youth are referred for tutoring, special education services and advanced academic placement services, as necessary and appropriate.
- A care provider attends school conferences regarding the foster child.
- All youth have a needs-and-services plan, and the youth's health and education summary are maintained.
- Communication is maintained with the educational rights holder when this person is not the caregiver.

Remaining in School of Origin - Considerations

STEP 1: YOUTH WILL CHANGE RESIDENCES

When the placing agency becomes aware that a youth will change residences, the placing agency or its designee must notify the school and the AB 490 School District Foster Care Liaison of both the current school and the school district in which the youth will live. If the school of origin and the school of residency differ, the youth has the right to remain in the school of origin for as long as the court has jurisdiction over the child's placement, including matriculation between grades within established feeder patterns, provided that it is in the youth's best interest. The youth also has the right to attend school where the youth is living, and a best interest determination should be made.

If court jurisdiction ends during the course of a school year, the student retains the right to remain in the school of origin until the end of the school year. If jurisdiction ends while the student is in high school, the student retains the right to remain in the school of origin through graduation. EC 48853.5(f).

Within one court day of determining that a proposed placement or placement change would result in a school change, the social worker or probation officer must notify the court, the child's attorney, and the educational rights holder or surrogate parent. CRC 5.651(e)(1)(A).

- Children awaiting foster care placement cease to be entitled to protections under the McKinney Vento Homeless Assistance Act on December 10, 2016. However, children in emergency homeless shelters are still covered under the McKinney Vento Act.

STEP 2: CONSULT WITH PERSON HOLDING EDUCATIONAL RIGHTS & YOUTH

The AB 490 School District Foster Care Liaison contacts the person holding educational rights and the youth to see if they agree about school placement. The AB 490 School District Foster Care Liaison will,

whenever possible, comply with the wishes of the youth and the person holding educational rights in terms of which school placement is in the best interest of the youth. If there is not agreement, the AB 490 School District Foster Care Liaison notifies the placing agency of the decision. Note: The role of the AB 490 School District Foster Care Liaison is advisory. EC 48853.5(e) specifically states:

“(e) This section does not grant authority to the educational liaison that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible adult appointed by the court to represent the child pursuant to Section 361 or 726 of the Welfare and Institutions Code, a surrogate parent, or a foster parent exercising the authority granted under Section 56055. The role of the educational liaison is advisory with respect to placement decisions and determination of the school of origin.”

When a request is made for a student to attend a school that is neither the school of residency nor the school of origin, the AB 490 School District Foster Care Liaison will work with the placing agency and the person holding educational rights to follow the procedures for intra or inter district transfers.

STEP 3: EVALUATE BEST INTEREST OF YOUTH

The youth, the person holding educational rights, the AB 490 School District Foster Care Liaison, the placing agency, and the Substitute Care Provider (as appropriate) should consider the following factors in evaluating what is in the best interest of the youth:

Remaining in the Same School (School of Origin) Considerations		Transferring to a New School Considerations	
Continuity of Instruction			
The child is best served at the same school due to prior history.		The child is best served at a different school due to his or her future.	
Age and Grade Placement of the Child			
Maintaining friends and contacts with peers is critical to the child’s meaningful school experience and participation.		Maintaining friends and contacts with peers is not critical to the child’s meaningful school experience and participation.	
The child has been in this environment for an extended period of time.		The child has attended the school of origin for only a brief time.	
Academic Strength			
The child’s academic performance is weak, and the child would fall further behind if transferred to another school.		The child’s academic performance is strong and at grade level, and the child would likely recover academically from a school transfer.	
Social and Emotional State			
The child is suffering from the effects of mobility, has developed strong ties to the current school, does not want to leave, or is involved in school related or extracurricular activities.		The child seems to be coping adequately with mobility, does not feel strong ties to the current school, does not mind transferring to another school, or is not involved in school-related or extracurricular activities.	
Distance of the Commute and Impact on the Child’s Education and/or Special Needs			
The advantage of remaining in the school of origin outweighs any potential disadvantages presented by the length of the commute.		A shorter commute may help the child’s concentration, attitude, or readiness for school. The new school can meet all of the educational and special needs of the child.	
Personal Safety of the Child			

	The school of origin has advantages for the safety of the child.		The new school has advantages for the safety of the child.
Child's Need for Special Instruction			
	The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the school of origin.		The child's need for special instruction, such as Section 504 or special education and related services, can be met better at the new school.
Length of Anticipated Stay in a Placement			
	The child's current living situation is outside the school of origin attendance area, but the living situation or location continues to be uncertain. The child will benefit from the continuity of remaining in the school of origin.		The child's current living situation appears to be stable and unlikely to change suddenly. The child will benefit from developing relationships with school peers who live in the community.
School Academic Performance/Progress			
	The child is connected (academically or socially) to the school of origin, and this connection outweighs transferring to a new school that can provide more academic supportive services and greater opportunities.		The new school can provide more academic support services and greater opportunities than the school of origin.

STEP 4: DISPUTE RESOLUTION PROCEDURE

If agreement among the AB 490 School District Foster Care Liaison, the person holding educational rights and the youth cannot be reached, the AB 490 School District Foster Care Liaison is responsible for informing the person holding educational rights and the youth of the district's enrollment dispute procedures in writing. See EC 48853.5(f)(9).

Effective January 1, 2016, these protections are included in the Uniform Complaint Process afforded to all students.

STEP 5: PLACEMENT DURING DISPUTE

If any dispute arises as to the placement of a pupil, the pupil has the right to remain in the school of origin pending resolution of the dispute. EC 48853(d), 48853.5(f)(9).

EXCEPTIONS TO STEP 5

Foster children living in emergency shelter homes may receive educational services at the emergency shelter as necessary for short periods of time for either of the following reasons:

- For health and safety emergencies
- To provide temporary, special, and supplementary services to meet the child's unique needs if agreed by the educational rights holder that it is in the child's best interest to attend the shelter school.

STEP 6: SPECIFIC SCHOOL CHOICE

A student in foster care must attend programs operated by the school district in which the child lives unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a county office of education juvenile court setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)(c).

C. Change in Schools

OVERVIEW

This section covers the procedures to follow once the decision has been made to transfer a student from one school to another. Whether or not a change of schools is in the best interest of the child is covered in the section of this Agreement titled "School Placement Choice."

Due to changes in placements, students are subject to frequent changes in schools. The goals of the Interagency Agreement with respect to a change in schools are to:

- Expedite enrollment
- Transfer complete records within two days
- Ensure transfer of credits
- Ensure that the child is placed in the most appropriate setting
- Minimize absences from school

RESPONSIBILITIES

Shared by LEAs and Placing Agencies:

The timely (two-day) transfer of a student and the student's records from one school to another is the responsibility of both the local education agency (LEA) and the placing agency. This includes all appropriate enrollment and disenrollment documentation. On behalf of the LEA, this responsibility will be handled by the school registrar or designee. EC 49069.5(b).

The LEA and placing agency representatives shall each monitor a placement in a nonpublic school (NPS). Placing agency concerns about the education provided at a NPS should be communicated to the LEA via the AB 490 School District Foster Care Liaison. EC 48856.

Shared by Resource Parents/Caregivers and Placing Agencies: Resource parents/caregivers and placing agencies are responsible for maintaining accurate and updated records regarding the youth's health and education. WIC 16010(a).

Placing agencies, via resource parents/caregivers, are responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result. EC 48852, 49069.5(h), GC 7579.1.

When a child is disabled and identified as eligible for special education under the Individuals with Disabilities Education Act, the following responsibilities are specific to Special Education Local Plan Areas (SELPAs):

The SELPA that serves the geographic area where the student resides (including children placed in Short-Term Residential Therapeutic Programs and foster family homes) is responsible for providing special education services. Typically, these services are provided by the district in which the foster family home, group home, or STRTP is located. The County Office is responsible for ensuring each SELPA has a plan in place. EC 56156.4. This is the case even when children exercise their right to remain in the school of origin which may be in another SELPA. If that is the case, both SELPAs should coordinate to ensure the student is being appropriately served in the least restrictive environment by the responsible agency.

Charter schools are also responsible for compliance with the IDEA, although they may have different levels of responsibility depending on whether the charter school is a member of the SELPA or operating as a school of the district that authorized it. If a charter is a participating member of a SELPA, it must provide special education services. See *Wells v. One2One Learning Foundation* (2006) 39 Cal. 4th 1164. In addition, if a charter school receives federal funding under the IDEA, it must comply with all code sections under AB 490. The CDE Charter School Locator can be found here:

<https://www.cde.ca.gov/ds/si/cs/>

Each SELPA must describe a process for evaluating NPS placements, including whether the student is making progress, and must ensure that the NPS is meeting all of the requirements of an IEP. EC 56205(c).

Each SELPA will provide the placing agencies with information about the availability of appropriate public or nonpublic special education programs in the area where the youth's foster home, group home or STRTP is located. On behalf of the SELPA, this responsibility will be handled by the San Diego County Office of Education, Foster Youth Services Coordinating Program.

“Prior to placing a disabled child or a child suspected of being disabled in a residential facility, outside the child's home, a court, regional center for the developmentally disabled, or public agency other than an educational agency, shall notify the administrator of the special education local plan area in which the residential facility is located. The administrator of the special education local plan area shall provide the court or other placing agency with information about the availability of an appropriate public or nonpublic, nonsectarian special education program in the special education local plan area where the residential facility is located.” GC 7579(a).

The SELPA must first consider services in public education agencies for children with disabilities who reside in LCIs and foster homes. Only if these programs are not appropriate can nonpublic services be utilized. EC 56157(a). Generally, the agency making the NPS placement remains responsible to determine the NPS's ongoing appropriateness and the student's need for such a restrictive environment.

Specific to LEAs:

Students shall attend programs operated by the LEA where the STRTP or foster home is located unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

*Please note that placement decisions for students in special education are made by the IEP team,

which requires consent by the educational rights holder.

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC 48645.5.

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC 49069.5(g)-(h).

For students identified as eligible for special education and related services under the Individuals with Disabilities Education Act (IDEA), the LEA shall appoint a district surrogate parent for a foster youth if requested by the juvenile court. If the court is unable to locate a responsible adult for the child, including via the Educational Rights Holder Program referenced on page (31) of this Agreement, and the child has either been referred to the LEA for special education or has an IEP, the court must refer the child to the LEA for appointment of a surrogate parent. WIC 361(a), 726(c); GC 7579.5-.6; CRC 5.650(d).

A surrogate parent makes decisions related to special education evaluation, eligibility, planning, and services. GC 7579.5(c). The LEA must make reasonable efforts to appoint a surrogate parent within 30 days after a determination that the child needs a surrogate parent. GC 7579.5(a). The LEA must select a relative caretaker, foster parent, or CASA if one is willing and able to serve. GC 7579.5(b). The LEA must use court form JV-536 to tell the court about appointments and changes. CRC 5.650(d).

When a child who has an IEP is transferred from one district to another within the state, the new school district shall provide a free appropriate public education (FAPE) without delay, including services comparable to the existing IEP, for the initial 30 days of enrollment. After 30 days, the district should convene an IEP meeting to adopt the previous IEP or present a new offer of FAPE for the parents or educational rights holder's consent. EC 56325; see also 5 CCR 3024.

FAPE refers to the provision of individualized special education and related services provided at public expense. 20 USC 1401(9); 34 CFR 300.17; EC 56000.

Four factors should be considered to determine whether a placement represents the least restrictive environment (LRE):

- Academic benefits of placement in regular education.
- Non-academic benefits of placement in regular education.
- Negative effects that the student's presence may have on the regular education environment and other pupils in it; and
- Cost of educating the student in a mainstream environment.

Sacramento City Unified Sch. Dist. v. Rachel H., 14 F.3d 1398, 1400-1401 (9th Cir. 1994).

School Districts/SELPA/County Offices of Education shall first consider placement and services available in public schools – regardless of whether the child is placed with a relative, foster parent, or group home/licensed children's institution (LCI). Foster youth with special needs may be placed in an NPS only if the district/SELPA does not have a public program that can meet the child's needs. EC 56157(a).

When a child is placed in an STRTP with an on-grounds NPS, the child may attend the on-grounds school only if the IEP team has determined that there is no appropriate public program in the community (e.g., resource specialist program, special day class, etc.) and the on-grounds program is appropriate and can implement the child's IEP. 2 CCR 60510(c)(2). The placing agency typically retains responsibility to monitor the student's progress and ensure placement in the NPS continues to meet LRE requirements.

LEAs will provide access to school records to both placing agencies and dependency attorneys. CASAs will have a court order authorizing access to educational records. The County placing agency (social workers and probation officers) is authorized to access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1)(K). The child's dependency attorney shall have access to all records regarding the child which are maintained by the LEA. WIC 317(f).

Specific to LEAs/AB 490 School District Foster Care Liaison:

Each school district and county office of education must designate an AB 490 School District Foster Care Liaison, whose duties are and may be fulfilled by a designee:

- To ensure proper educational placement, school enrollment and checkout from school.
- To assist with the transfer of grades, credits, and records when there is a school change.

EC 48853.5 (c)(1)(2).

A student in foster care must attend programs operated by the LEA unless the child remains in the school of origin, the child has an IEP requiring a different educational placement, or the educational rights holder determines it is in the child's best interest to attend a different educational program. Before placing a child in a juvenile court school, community school, or other alternative school setting, the educational rights holder must consider placement in the regular public school. EC 48853(a)-(c).

A child who changes schools has the right to be enrolled in the new school immediately, even if there are outstanding fees, fines, textbooks, or other items due to a school or if the child does not have the clothing or records normally required for enrollment. EC 48853.5(f)(8)(B).

Within two business days of receiving a request for enrollment, the new school's AB 490 School District Foster Care Liaison (or designee) must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Within two business days of receiving a transfer request, the current school district must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

Specific to Placing Agencies:

As soon as the social worker or probation officer becomes aware of the need to transfer a child to a new school, s/he must notify the AB 490 School District Foster Care Liaison and the school site of the child's last expected day of attendance and request that the child be transferred out. EC § 49069.5(c); see WIC 16501.1(g)(8)(B). Social workers and probation officers may access the child's school records—without parental consent or a court order—to help with school transfer and enrollment, compile the child's education summary, and conduct case management. EC 49076(a)(1).

The placing agency will assist the caregiver in compiling the information needed for enrollment. The placing agency must make certain that arrangements for, and monitoring of the child's educational progress while in placement are undertaken. CDSS Manual of Policies and Procedures (hereinafter MPP) 31-405.25.

Specific to Resource Parents/Caregivers:

Resource parents/caregivers will interact with other agencies to communicate with educational representatives, including, but not limited to, the placing agency, the LEA, teachers and teaching assistants, and the AB 490 School District Foster Care Liaison.

Resource parents/caregivers will notify the school when a youth must miss school due to court appearance, placement changes or court-ordered activities.

The STRTP will notify the school district and SELPA about children who may qualify for special education. EC 56156(c).

Resource parents/caregivers will maintain health and education records while a child is in their care, keep the placing agency informed as to updates and changes, and provide all updated health and education records to the placing agency upon change of placement. WIC 16010(e).

Resource parents/caregivers shall enroll the student in school and sign forms where the signature of the parent/guardian is requested. They are responsible for compiling the information needed for enrollment, with assistance from the placing agency. A STRTP must ensure that each child has a needs and services plan that identifies the child's educational needs and information about services to meet those needs. 22 CCR 84068.2(b)(2). A STRTP also must ensure each child's attendance at an educational program in accordance with state law. 22 CCR 84079(a)(4).

Specific to Superior Court of California, County of San Diego (Juvenile Court), Attorneys and Court-Appointed Special Advocates (CASAs):

With respect to special education, the court shall:

- See that children who come before the court and are suspected of having exceptional needs or other educational disabilities are referred for assessment. Standards of Judicial Administration 5.40(h).
- Make efforts to ensure that special education services and accommodations are provided when there are placement changes. Standards of Judicial Administration 5.40(h). The child's attorney must discuss any proposed school change with the child and the child's educational rights holder, as appropriate, and may request a hearing on the proposed change. The educational rights holder also may request a hearing. CRC 5.651(e)(2). If the court sets a hearing, the social worker or probation officer must provide a report on the proposed change within two court days, and the hearing must be held within five court days. Pending the hearing, the child has a right to remain in the current school. CRC 5.651(e)(2)-(4).
- Facilitate coordination of services by joining the LEA when it appears that an educational agency has failed to fulfill its legal obligations to provide special education to a child who has been identified as having exceptional needs or educational disabilities. Standards of Judicial Administration 5.40(h).

Procedures for Checking Youth Out of School

STEP 1: RETURN PROPERTY

As soon as the student's checkout date is known, the placing agency via the resource parent/caregiver arranges for the return of all school property and payment of any debts.

STEP 2: PLACING AGENCY NOTIFIES SCHOOL AND SDFCL OF TRANSFER REQUEST

As soon as the student's checkout date is known (within a two-day range), the placing agency notifies the current school registrar/attendance personnel or designee and the AB 490 School District Foster Care Liaison to transfer the child out of school via the placing agency.

STEP 3: SCHOOL COMPLETES TRANSFER REQUEST

Within two business days of receiving a transfer request, the current school must transfer the child out and deliver the child's records to the new school. The records must include a determination of seat time, full or partial credits earned, classes and grades, immunization records, and, if applicable, special education or Section 504 records. EC 49069.5(d)-(e). All records must be provided regardless of any fees, fines, textbooks, or other items or money owed to the school last attended. EC 48853.5(f)(8)(C).

STEP 4: MONITOR GRADES

A child's grades may not be lowered due to absences caused by a change in placement, a court appearance, or a court-ordered activity. EC § 49069.5(g)-(h). In addition, LEAs must award all students credit for full or partial coursework satisfactorily completed at a public school, juvenile court school, or nonpublic, nonsectarian school or agency. EC § 48645.5.

STEP 5: PREVIOUS SCHOOL SENDS OFFICIAL RECORDS TO NEW SCHOOL UPON REQUEST

Within two business days of receiving a request for enrollment, the new AB 490 School District Foster Care Liaison or their designee must contact the school last attended to obtain all of the child's records. EC 48853.5(f)(8)(C).

Criteria for Enrolling Youth in New School

Barring current expulsion status, the school must immediately enroll the youth without the normal enrollment records. For safety reasons, the following health information is critical, but should not delay immediate enrollment:

- Immunization records
- Health alerts
- Current medications

The new school should acquire the information above as soon as possible.

Please note that all students in foster care are active to the San Diego County Immunization Registry.

Enrollment Procedures

This section sets forth the tasks to be performed by the following:

- Placing agency or designee
- School
- SDCOE: Foster Youth Services Coordinating Program

PLACING AGENCY (OR DESIGNEE) TASKS

As soon as it is decided that a student will be enrolling in a new school, ensure that the substitute care provider (SCP) has all the information needed for enrollment and emergency contact information at the school. The SCP also should be aware of any contact or court-ordered restrictions that the school should know about, including if the placement is confidential or if there are any restraining orders or probation conditions.

Ensure the SCP has placing agency information to complete enrollment and is aware of what information can and cannot be shared with the school.

Arrange for the youth's enrollment in school the next school day after disenrollment from the previous school.

Ensure that the student information system is up to date.

If the student does not have an IEP but is suspected of having a disability, request an assessment in writing.

Ensure that the SCP knows to contact the social worker or probation officer if there is an enrollment issue.

The social worker or probation officer should contact the SDCOE School Success Liaison in their region office regarding any enrollment issues.

Although neither is required for enrollment, provide any IEP or transcripts at enrollment to ensure appropriate services are provided.

Ensure that the SCP can provide appropriate school supplies, including any uniforms, etc.

SCHOOL TASKS

Review enrollment documents and request material if any information is missing or outdated.

Except for credit any full or partial coursework the student earned while attending public school, juvenile court school or non-public school.

Request official records from the prior school within two business days of the student's arrival for enrollment.

SDCOE: FYSCP TASKS

Provide training to AB 490 School District Foster Care Liaisons on an ongoing basis and assist with troubleshooting if problems in enrollment arise.

ALL PARTIES' TASKS

Be aware of and share guidelines for the sharing of the following confidential information with the student's school:

- All special education documents including IEPs, 504 plans and any notices received from the prior school
- All school records, including those contained in the Health and Education Passport
- The names and locations of all prior schools attended
- Any Behavior Support Plans, Student Study Team documents
- JV-535 form with current educational rights holder appointment
- Placement Agreement
- Current social worker, child's attorney, and educational rights holder contact information
- Any temporary or permanent restraining orders

D. Residential Placement: Notification of Change of Residence

The school needs to be notified when a student changes residence. The table below sets forth the procedure according to the status of the student.

IF THE STUDENT CHANGES RESIDENCE AND . . .	THEN . . .
DOES NOT CHANGE SUBSTITUTE CARE PROVIDER OR SCHOOL	The substitute care provider shall notify the school of the new address.
DOES NOT CHANGE SCHOOLS	The placing agency shall notify the school and AB 490 School District Foster Care Liaison (SDFCL) that the youth changed residence, but will remain at the school of origin, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member that the youth will remain in the school of origin and transportation must be arranged.
DOES CHANGE SCHOOLS	The placing agency shall notify the prior school and the SDFCL that the child will not remain at the school of origin, AND The placing agency shall notify the new school and SDFCL that the child will be enrolled, AND If the youth is taken to PCC, the placing agency shall notify the identified PCC staff member if the youth will not remain in the school of origin and will temporarily attend the school at PCC or a neighborhood school.

DOES NOT CHANGE SCHOOLS BUT HAS A CHANGE IN SUBSTITUTE CARE PROVIDER	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card
IS BEING RELEASED FROM CUSTODY	The placing agency or designee shall notify the school of the new substitute care provider information and update the Student Information System and/or Emergency Card. The Probation Department may use Form JV-1050 or other means.
IS NEW TO FOSTER CARE	CLSSD will provide the AB 490 Notification to FYSCP, which will send that form to the AB 490 School District Foster Care Liaison.

Information Needed by School for Students in Foster Care

The school enrollment forms are designed for students living with their parents or guardian. However, there is additional information that the school needs when the student is a foster child, who is listed in the table below. Some information will be provided by the substitute care provider. Other information must be provided by the child’s attorney or educational rights holder. Missing information shall not lead to a delay in enrollment.

ITEM	LEGAL/CONTACT INFORMATION	SOURCE OF INFORMATION OR STANDARD ANSWER
1.	Placing agency’s name and phone number.	FYSCP/FOSTER FOCUS®, placing agency or substitute care provider
2.	Who holds the child’s educational rights? Name, relationship to child and phone number.	JV- 535 or Supplemental Information Form, FYSCP/FOSTER FOCUS®
3.	Parents’ names, addresses and phone numbers ONLY if they have educational rights.	Placing Agency
4.	Does parent have full access to the child, or is access limited or prohibited? (If limited or prohibited, a copy of the court order is needed.)	Placing Agency
5.	Who has authority to see the child on school premises? Name, relationship, and phone number.	Placing Agency
6.	Date of placement with substitute care provider and expected duration of stay.	Placing Agency
7.	Who has authority to sign permission slips for field trips or participation in extracurricular activities?	Substitute care provider
8.	Who should be notified re: behavior or attendance problems?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
9.	Who should be invited to parent-teacher conferences?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency
10.	Who should receive the child’s report card?	Parents/guardian, substitute care provider, educational rights holder, and Placing Agency

E. Records, Lists, Notifications and Monitoring

OVERVIEW

This section covers the procedures for meeting legal requirements pertaining to recordkeeping, notifications, and the right to access records. References are sometimes made to the phrase “health and education summary.” This is a legal term defined by WIC 16010. The law states that the summary may be maintained in the form of a health and education passport or in a comparable format designed by the child protective agency.

The Health and Education Passport (HEP) is a comprehensive document of all obtainable health and education information for children in out-of-home care from birth to present. Health information includes the child’s immunizations, alerts, hospitalizations, and routine health visits. Education information includes parental educational rights, school, grade, grade level performance, special needs, attendance, IEPs, or 504 plans, if any, and report cards.

Children’s Legal Services of San Diego, Inc. will complete the AB 490 Case Closure form for each student entering or exiting foster care. The form is then sent to FYSCP and distributed to the AB 490 School District Liaison.

Placing Agency staff will present their HHSA, CWS official badge at all school sites and allow the badge to be photocopied. They will sign in on a confidential log, not the standard public visitor log. To ensure confidentiality and staff safety, placing agency staff are not required to have their driver’s license scanned.

SDCOE – FYSCP will distribute forms to LEAs and will maintain a secure web-based database known as FOSTER FOCUS[®]. This system will house education and health information on foster youth in the dependency and juvenile justice systems. After receiving authorization, district personnel, and placing workers will be able to utilize this system to compile health and education records for the youth they serve. SDCOE is responsible for ensuring the confidentiality, privacy, security, and secure accessibility of this data. SDCOE also is responsible for authorizing access and opening accounts.

Procedures: Maintenance of Records

PLACING AGENCY

The child’s case plan must include the following items.

1. Assurances that the child’s foster care placement takes into account proximity to the school in which the child is enrolled at the time of placement. Assessment and documentations are done at the initial placement and again at any subsequent change of placement and are recorded in the child’s file. The placing agency must document in the court report whether the child is remaining in the school of origin and, if not, the reason why.
2. A summary of the health and education information or records. The summary is maintained in the Health and Education Passport (HEP). Names and addresses of all educational providers, grade level performance, school records and other relevant information must be recorded and updated by the placing agency.

WIC 16010(c) requires that the HEP be provided to the substitute care provider (SCP) as soon as possible, but no later than 30 days after initial placement or 48 hours after a change of placement. Social workers and probation officers must include additional education and health information as well as a statement as to whether the parent's right to make educational decisions for the child should be limited in all detention, jurisdictional/dispositional, status review and other court reports. CRC 5.651(c). The placing agency notifies both the substitute care provider and the school in the event there is a change in the person holding educational rights.

The placing agency or designee is responsible for notifying the school when a child is absent due to a placement change, attendance at a court hearing or other court-related activity so that grades are not lowered as a result.

RESOURCE PARENTS/CAREGIVERS

Resource parents/caregivers must ensure that each child has an Appraisal/Needs and Services Plan, either a Lic 625 (Needs and Services Plan) for group homes and foster family agency foster homes or the 04-258 "Placement Needs & Services Plan" for foster homes. The plan must be completed within 30 days of placement unless the youth is placed on an emergency basis (adjunct) and remains less than 7 days.

Resource parents/caregivers receive a copy of the Health and Education Passport within days when a child is initially placed or 48 hours following a change of placement. Resource parents/caregivers are responsible for maintaining health and education records for children in their care and forwarding all medical and educational records to placing agency staff when the child transfers to another substitute care provider.

Information maintained by resource parents/caregivers shall include:

- Health and dental records, including immunizations and allergies
- Records of past health problems and current known problems
- School records
- Current medications

Information maintained by resource parents/caregivers may include:

- Developmental history- especially for very young children, e.g., when the child crawled, walked, first word, etc.
- Awards, certificates, and school pictures
- IEP records, if applicable

THE SCCSD (JUVENILE COURT)

The SCCSD (Juvenile Court) shall require that court reports, case plans, assessments and permanency plans address the following:

- Child's educational entitlements and how those entitlements are being satisfied.
- Information to assist the court in deciding whether the right of the parent, guardian, or Indian custodian to make educational decisions should be limited; and
- Information concerning whether the school has met its obligation to provide educational services.

Procedures: Lists and Notifications

Foster Youth Services Coordinating Program will:

- Maintain the list of LCIs and notify each AB 490 School District Foster Care Liaison and SELPA of the LCIs in their region on an annual basis.
- Annually inform each placing agency on education options for children residing in LCIs.
- Maintain a current list of AB 490 School District Foster Care Liaisons available on the website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-programs-services.aspx>

- Maintain the current version of this Interagency Agreement on its website at:

<https://www.sdcoe.net/student-services/student-support/fyhes/Pages/foster-youth-forms-and-brochures.aspx>

THE RIGHT TO ACCESS RECORDS:

PLACING AGENCY

Placing agencies may access education records to manage the case or to assist with the transfer and enrollment. This right is codified in The Uninterrupted Scholars Act of 2014, which amended the Family Educational Rights and Privacy Act of 1974:

“An agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 5304 of Title 25), who has the right to access a student’s case plan, as defined and determined by the State or local tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student’s education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student’s education records.” (20 USC 1232g(b)(1)(L).)

“ . . . [W]hen a parent is a party to a court proceeding involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101 note)) or dependency matters, and the order [to furnish confidential information] is issued in the context of that proceeding, additional notice to the parent by the educational agency or institution is not required.” (20 USC 1232g(b)(2)(B).)

In addition, this right is set forth in Education Code 49076(a)(1)(K) as follows:

“(1) Access to those particular records relevant to the legitimate educational interests of the requester shall be permitted to do the following:

“ . . . [¶¶] . . .

“(K) A county placing agency when acting as an authorized representative of a state or local

educational agency pursuant to subparagraph (C). School districts, county offices of education, and county placing agencies may develop cooperative agreements to facilitate confidential access to and exchange of the pupil information by email, facsimile, electronic format, or other secure means, if the agreement complies with the requirements set forth in Section 99.35 of Title 34 of the Code of Federal Regulations.”

DEPENDENCY MINOR’S ATTORNEYS

Dependency minor’s attorneys shall have access to all records regarding the child client that are maintained by the LEA. This right is set forth in WIC 317(f) as follows:

“... For the sole purpose of fulfilling his or her obligation to provide legal representation of the child, counsel shall have access to all records with regard to the child maintained by a health care facility..., health care providers..., a physician and surgeon or other health practitioner..., or a child care custodian... Notwithstanding any other law, counsel shall be given access to all records relevant to the case that are maintained by state or local public agencies. All information requested from a child protective agency regarding a child who is in protective custody, or from a child’s guardian ad litem, shall be provided to the child’s counsel within 30 days of the request.”

CASAs

CASAs have the right to access educational records for specific youth per court order. (For Order of the Appointment of CASA/Educational Surrogate, see Appendix B3 and WIC 103(h), 107.

SDCOE, FYSCP

This Agreement allows the release of information to SDCOE-FYSCP pursuant to EC 42921, 49076(a)(4) and WIC 827(b). Any sharing of specific information is in compliance with the Family Educational Rights and Privacy Act of 1974 (FERPA), the Child Abuse Prevention and Treatment Act (CAPTA), and the Health Insurance Portability and Accountability Act (HIPAA). This information will be used solely to meet the educational needs of foster youth and shall not be shared with others or used for any other purposes.

Transportation continues to be a barrier to students remaining in their school or origin when they move placements. In order to help alleviate this barrier and to meet the requirements of the ESSA, San Diego created the Countywide Transportation MOA providing a cost sharing agreement between our local LEAs, SDCOE, FYSCP, and County of San Diego, CWS. This agreement provides transportation services to students in foster care. The eligibility criteria to utilize SDCOE contracted providers are:

- A best interest determination
- All other transportation options have been explored and are not available
- Student is age 8-18 or traveling with a sibling who is in that age range
- Student is emotionally and behaviorally appropriate

CWS will:

- Contribute \$350,000.00 to SDCOE, FYSCP to cover 1/3 of the transportation costs

- Manage the contract with SDCOE
- Provide a Policy Analyst dedicated to troubleshooting challenges around all educational needs of foster youth
- Invite educational partners to Child and Family Team meetings (if the family agrees)

LEAs will:

- Collaborate with CWS and SDCOE to determine school of origin transportation options for the student
- Contribute the following (if LEA chooses to participate in agreement)
 - 1/3 of transportation costs associated with transporting student to school of origin if student is travelling between two districts
 - 1/2 of transportation costs associated with transporting student to school of origin if student is travelling within district boundaries
- Make claims for recuperating transportation costs to SDCOE
- Participate in Child and Family Team meetings as applicable
- Have the option to be both a service provider and a recipient of the service

FYSCP will:

- Vet all referrals and exhaust all other options prior to referral
- Provide administrative support for tracking, billing and record keeping, and audit transfer (no invoicing)
- Cover all indirect costs of funds contributed by HHS, CWS and LEAs

Transportation Mediation Process:

- The SDCOE, FYSCP Executive Advisory Council has created a local mediation process to address issues related to the cost sharing agreement.
- If no agreement is met, a UCP Dispute can be filed against the LEA.
 - The child remains in the school of origin until the dispute is resolved
 - Disputes against CWS will go through a similar process on the child welfare side.

MONITORING

OVERVIEW

This section covers the procedures to follow for monitoring the provision of educational services to foster youth.

The goal of the Interagency Agreement with respect to monitoring is to put mechanisms in place to ensure accountability among agencies.

EDUCATIONAL PROGRESS OF EACH CHILD

PLACING AGENCIES

Placing agencies monitor the educational progress of students by:

- Obtaining information from schools and the substitute care provider
- Documenting educational changes or updates in the HEP
- Consulting with the person holding educational rights
- Attending IEP meetings or reviewing IEP reports

THE SUPERIOR COURT

The superior court provides oversight of the placing agencies to ensure that the child's educational rights are investigated, reported, and monitored. The court ensures that special education, related services, and accommodations continue to be provided whenever a child's school placement changes by inquiring about this issue at the next court hearing following the change.

DEPENDENCY MINOR'S ATTORNEYS

Minor's attorneys monitor the educational rights of foster youth by communicating with the child and substitute care provider regarding the child's educational needs during the investigation and by bringing any concerns to the attention of the court.

LEAs

The LEAs are responsible for creating and implementing a Local Control Accountability Plan that has specialized supports and services for students in foster care. They are required to garner stakeholder input on the needs of students in foster care. There is additional accountability for achievement based on the Local Control Funding Formula.

CASAs

Court-Appointed Special Advocates are responsible for monitoring academic achievement and progress and reporting directly to the Superior Court.

ERHs

Educational Rights Holders have the same duties and responsibilities as parents to monitor and support the education of students in foster care.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Leadership, Pupil Services & Safety Informational
David Farkas, Ed.D., Asst. Superintendent Action

AGENDA ITEM: SERVICE AGREEMENT WITH e3 AUDIOMETRICS/e3 EMICO FOR CALIBRATION SERVICES

BACKGROUND INFORMATION:

E3 Audiometrics is the leading nationwide provider of audiology equipment sales and service solutions, they specialize in helping to better diagnose and treat patients. Through e3 Emico, which is their service division for biomedical equipment, they can repair and calibrate centrifuges, defibrillators, electrocardiogram machines, and much more.

This company will be providing calibration services on audiological instruments used by the School Nurse to perform hearing screenings on students.

RECOMMENDATION:

Approve the service agreement with e3 Audiometrics/e3 Emico to provide calibration services of audiometers used for student’s hearing screenings at the total cost of \$200.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 2: Safety, Climate and Student Engagement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$200.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

e3 Audiometrics / e3 EMICO

909 S Tremont St

Oceanside, CA 92054

Ph: (800) 873-1222

Fax: (760) 435-1334

QUOTATION

7/23/2021
SDG

ACCT#: SD1809

San Ysidro School District
Anita Gillchrest
School Nurse

4350 Otay Mesa Rd
San Ysidro, CA 92173

Ordered By: Elizabeth Originals

THIS IS NOT AN INVOICE

Make	Model	Serial	Asset Tag	Qty	Price	Ext
G S I	17	AR055820				
Calibration				1	155.00	155.00
Subtotal:						155.00

Per account history, an authorized PO is required before billing, please send us a copy before your appt. to secure the date - Thank you

Travel/Svc:	45.00
Freight:	0.00
<u>Sales Tax To Be Determined</u>	
Total:	200.00

PURCHASE AGREEMENT

The Customer (identified above) agrees to buy and e3 Audiometrics (e3 Diagnostics, Fein no. 36-2852863 dba e3 Audiometrics (" Vendor")) agrees to sell the Services listed above. The purchase of the Services is subject to the Terms and Conditions described herein. The following " Terms and Conditions" page(s) are an integral part of this Agreement. Local and state sales taxes have not been calculated but applicable taxes will be charged when invoiced. Acceptance of this Quote/Agreement may preclude, at the option of the invoicing party, use of a credit card as a form of payment.

Accepted By (Buyer) _____

DATE: _____

Accepted By (Sales Person) _____

DATE: 7/23/2021

**** Continued ****

SYSD Board approved: 08-12-21

“TERMS & CONDITIONS”

EQUIPMENT: Vendor will provide Customer with one (1) copy of any applicable operator's manual. Service manuals or additional operator manuals shall not be provided without additional charge unless specifically stated. Customer understands and acknowledges that all Equipment is manufactured by third parties and is sold by Vendor acting as either a distributor or a manufacturer representative. Customer further acknowledges and agrees that this Agreement is not binding upon Vendor until approved by the Manager of Vendors Central Office or another authorized officer of Vendor, or, with respect to Equipment for which Vendor acts as a manufacturer representative, an authorized officer of the manufacturer.

PAYMENT: Terms are net 30 days from the date of invoice. Amounts payable to Vendor are payable in full without setoff or deduction, for applicable taxes or otherwise. Customer shall pay a 1 ½ % per month service charge on any amounts not paid when due. Customer may not cancel or refuse delivery of any order for custom-made Equipment, sound room, SLM's, computers, or special order items. For cancellation or refusal to accept an order for other types of instrumentation (e.g. Audiometer, Immittance, OAE, ENG, ABR, H.A. Analyzer units), Customer must pay a service charge equal to 20% of the total price for the canceled or refused items. In addition, Customer is additionally responsible for all charges associated with such cancellation or refusal including, but not limited to, removal, insurance, and shipping.

WARRANTIES: Manufacturer Warranties: Vendor makes no representations or warranties, express or implied, concerning the Equipment. Vendor shall provide for Customer to receive any and all manufacturer's warranties in connection with the Equipment and all rights to make claim for breach of warranty that are or may be available with respect to the Equipment, to the extent allowed by the manufacturer. The provisions of any manufacturer's agreement with Vendor setting out the manufacturer's warranty and service responsibilities together with all limitations thereon and exclusions therefrom are incorporated into and made a part of this Agreement. **Within ninety (90) days of delivery for clinical instrumentation, Vendor will provide, in addition to the manufacturer's warranty, free warranty services on-site without additional charge to Customer. After such ninety (90) day period, Customer must pay Vendor's standard travel rates for such on-site warranty services.** **No Other Warranties:** No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of any Equipment, shall be or be deemed to be a warranty or representation by Vendor for any purpose, nor give rise to any liability or obligation of Vendor whatsoever. Vendor makes no express or implied warranties of any kind, including those of merchantability and fitness for a particular purpose, and expressly disclaims the same.

Not applicable

DELIVERY/INSTALLATION: Customer will pay all installation, set-up, insurance and shipping charges (F.O.B. place of manufacture), and such charges are not included in the Purchase Price unless specifically stated. Delivery dates are approximate and any delivery schedule is estimated only and presented in good faith by Vendor. Vendor will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Equipment. Customer shall be responsible for all necessary site preparations prior to and during the installation of the Equipment in accordance with Vendor and/or applicable manufacturer instructions. Such site preparations may include, but are not limited to, provision of electric power, HAVC requirements, accessibility to site, and the provision of sufficient flooring for the Equipment. Customer shall bear any costs or penalties incurred by Vendor as a result of Customer's failure to provide adequate facilities and site preparations for installation at time of delivery as per Vendor or manufacturer instructions or as a result of Customer's failure to accept delivery of the Equipment.

TITLE AND SECURITY INTEREST: The title and the risk of loss shall pass to Customer on delivery. Customer hereby grants to Vendor a security interest in the Equipment to secure any portion of the Purchase Price. A copy of this Agreement may be filed on behalf of Vendor with appropriate state authorities at any time after signature by Customer as a financing statement in order to protect Vendor's security interest in the Equipment. Until such time as the Purchase Price and all other charges specified herein are paid in full, Customer shall: (a) maintain the Equipment in good operating condition; (b) keep the Equipment free from liens and encumbrances; (c) not permit use of the equipment in any manner likely to be injurious to the Equipment; (d) not remove or permit removal of the Equipment from its original location or make or permit any alterations without the prior consent of Vendor; (e) keep Vendor advised of the location of the Equipment and permit Vendor to inspect the Equipment at all reasonable times; and (f) procure and maintain fire, extended coverage, vandalism, and malicious mischief insurance to the full insurable value of the Equipment, with loss payable to Vendor and Customer as their interests shall appear.

LEGAL FEES AND WAIVER: In the event of any legal action brought by Vendor for breach of this Agreement, Vendor shall be entitled to reimbursement by Customer of all costs, expenses, and legal fees incurred in obtaining a remedy to the Customer's breach, including any appeal. Failure of Vendor to enforce the breach of any portion of this Agreement by Customer from time to time shall not constitute a waiver of such right in respect to the same or any other breach.

LIMITATIONS OF LIABILITY: VENDOR SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALY OR CONSEQUENTIALLY BY ANY EQUIPMENT, BY AN INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN. NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED TO IMPOSE LIABILITY ON VENDOR FOR ACTS OR OMISSIONS OF ANY MANUFACTURER. VENDOR SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN SHIPMENT, INSTALLATION, OR FURNISHING OF EQUIPMENT OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE), SHALL (A) VENDOR BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR USE OF THE EQUIPMENT, (B) THE LIABILITY OF VENDOR EXCEED THE AMOUNTS PAID TO VENDOR BY CUSTOMER HEREUNDER, OR (C) ANY CAUSE OF ACTION BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.

GENERAL: This Agreement is to be governed by and construed under the laws of the State of Illinois, without regard to any conflict of laws provision thereof. All titles and captions contained in this Agreement are for the convenience of reference only and shall not be used in the interpretation or construction of this Agreement. Neither this Agreement, nor any interest herein, shall be assigned by Customer without the express written consent of Vendor. This Agreement contains the entire agreement between Customer and Vendor with respect to the subject matter of this Agreement. All prior arrangements or understandings are superseded by this Agreement. Customer may submit a purchase order to Vendor but Customer explicitly acknowledges that any purchase order is for the administrative convenience of Customer only. VENDOR HEREBY OBJECTS TO AND REJECTS ANY AND ALL DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN ANY ORDER SUBMITTED TO VENDOR BY OR ON BEHALF OF CUSTOMER. This Agreement may be modified or amended only in a written agreement signed by each party hereto specifically stating that they have agreed to amend this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLEICRATE PROGRAM AND IMPLEMENTATION OF THE PLAN4LEARNING SOFTWARE

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance using Title1Crate and Plan4Learning so districts are prepared for State and Federal Compliance Monitoring.

San Ysidro School District has been using the Title1Crate Program for the last two years and it has been an excellent tool when preparing for Federal Program Monitoring (FPM).

In addition to the Title1Crate Program renewal, Educational Services is requesting approval to implement the Plan4Learning Software to support school principals when preparing their School Plan for Student Achievement. Some of the features of Plan4Learning are: ▪ Real-time school plan monitoring, ▪ Manage program funding documentation, ▪ Automated formative & summative review processes, ▪ State & federal Title I compliance, ▪ Needs assessment tools and ▪ SCE documentation and tracking.

Cost implications include: \$4,000.00 for Title1Crate + \$3,750.00 for Plan4Learning

RECOMMENDATION:

Approve the service agreement with 806 Technologies, Inc. to renew the *Title1Crate* Program and to implement the Plan4Learning Software during the 2021-22 school year at the total cost of \$7,750.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Action: 1.20 Continue with personnel for State and Federal Programs to ensure program accountability and compliance with federal, state, and local regulations.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$7,750.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Site Terms of Use

1. User's Acknowledgment and Acceptance of Terms

806 Technologies, Inc. (referred to as “us” or “we”) provides the 806technologies.com site and various related services (together referred to as this “site”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us (or your company). In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of June 1st, 2015. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to web-based applications and free trial registration in connection with: (i) school campus and school district improvement-plan software to assist educators in identifying needs, setting goals, maintaining accountability, and supporting state and federal mandates for improved student learning and achievement; (ii) technology that creates a central point for reporting and tracking incidents of school bullying online; and (iii) technology to store and track school documents The site also includes access to an application creation platform designed to help school administrators create and manage mobile apps for their school or district. Certain fees in connection with training features of our services are disclosed on this site. Please contact us for information concerning fees for all other services and software we provide. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have has no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

3. Registration Data and Privacy

In order to access some of the services on this site, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”) and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data, or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Sites and Information

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information

For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes, but is in no way limited to, message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of 806 Technologies, Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials

appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

7. User Materials

Subject to our Privacy Policy, any communication or materials that you transmit to this site or to us, whether electronic mail or other means, for any reason, will be treated as confidential and proprietary. We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes it's copyright, trademark, or other property rights have been infringed by posting on this site, you or the user should send notification to us immediately.

You acknowledge and agree that upon receipt of a notice of a claim copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party.

8. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Before purchasing products and services on or through this site, review our Sales Terms and Conditions, which are incorporated by reference into these Terms of Use.

Content available through this site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with 806 Technologies, Inc.. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized 806 Technologies, Inc. spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this site for further information, which policies are incorporated by reference into these Terms of Use.

In addition, the materials on this site may include sample or form agreements, letters or other documents, including financially or legally significant documents such as contracts and other items ("Forms"). These Forms are provided solely as examples of typical documents of their kind, and the delivery and use of Forms does not constitute legal, accounting or

other professional advice. Under no circumstances will 806 Technologies, Inc. or its Affiliates be liable for any loss or damages caused by your reliance on information or advice obtained through this site, including your use of any of the Forms. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, Forms or other content available on or through this site. In particular, you are urged to consult an appropriate professional licensed in your jurisdiction before using any Forms or otherwise relying on any legal, accounting, or other professional advice or information obtained on or through this site.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the twelve-month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THRID PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

12. Email Services

We may make email services available to users of our site, either directly or through a third-party provider. We will not inspect or disclose the contents of private email messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted or our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge

that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in "Your Conduct on the Site" above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.

14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls

Software available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 4-10, 13, and 17-19 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination. 5760 Legacy Drive Ste B3-176

18. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Collin County.

19. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@806technologies.com . if by email, or at 806 Technologies, Inc., 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024 if by conventional mail. Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

20. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

22. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by 806 Technologies, Inc., a Texas corporation, located at 5760 Legacy Drive Ste B3-176, Plano, Texas, 75024. Our telephone number is 877.331.6160.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MAKENA SOLUTIONS

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.". Makena Solutions was selected by the student's parents to conduct the full psycho-educational evaluation.

Term: August 13, 2021 to June 30, 2022

RECOMMENDATION:

Approve the agreement with Makena Solutions to conduct a full psycho-educational evaluation at a total amount up to \$2,750.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$2,750.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Makena Solutions
Company/Consultant

(619) 977-7224
Telephone Number

5663 Balboa Ave-254, San Diego, CA 92111
Address

Makesolutions.net
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, 2021 To: June 30, 2022

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.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Kristin Makena
Title:	Licensed Ed. Psy.
Address:	5336 Balboa Ave-254
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 977-7224
Email:	makenasolutions@gmail.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

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6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Makena Solutions

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Kristin Makena, Licensed Ed. Psy.

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Phone Number: (619) 977-7224

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: _____

Signature

Date

Kristin Makena, Licensed Ed. Psy.

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

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EXHIBIT A

SCOPE OF WORK

Makena Solutions will be providing an independent educational full psycho-educational evaluation that includes: a school observation, records review, complete assessment report, travel and participation at the IEP or school meeting; Review of all available records for a student in order to answer the referral concerns; to interview anyone who is knowledgeable of the student as it relates to the evaluation.

The said evaluation will be conducted in an objective and professional manner.

Cost: **\$2,750.00**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH VARIOUS INDEPENDENT EDUCATIONAL EVALUATORS FOR 2021-22

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.". The following IEEs were selected by the student's parents to conduct the said evaluations:

Agency	Service (Evaluation)	Annual Estimated Cost up to
ASSESS-APE	Adaptive Physical Education	\$2,000.00
Rancho Coastal Speech Therapy, Inc.	Speech	\$2,550.00
FITS	Physical Therapy	\$1,000.00
Total Cost		\$5,550.00

Term: July 1, 2021 to June 30, 2022

RECOMMENDATION:

Approve/Ratify the agreement with FITS, ASSESS-APE and Rancho Coastal Speech Therapy, Inc., independent educational evaluators, to provide independent educational evaluations to students with special needs at a total amount up to \$5,550.00 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$5,550.00
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August, by and between the San Ysidro School District, hereinafter called the "District", and

ASSESS-APE

Company/Consultant

619-246-5044

Telephone Number

2931 Orange Place, Lemon Grove, CA 91945-2966

Address

abazer@assess-ape.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, 2021

To: June 30, 2022

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

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

4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	ASSESS-APE	
Name:	Andrea M. Bazer, M.Ed.	
Title:	Owner	
Address:	2931 Orange Place	
City/State/Zip Code:	Lemon Grove, CA 91945-2966	
Telephone:	619-246-5044	
Email:	abazeradvocacy@gmail.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@syzdschools.org	Oscar.madera@syzdschools.org

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6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

ASSESS-APE

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Andrea M. Bazer, M.Ed. (owner)

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Phone Number: 619-246-5044

Board Approved:

Revised 08-01-2020

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ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: _____

Signature

Date

Name/Title (Print)

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SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

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EXHIBIT A

SCOPE OF WORK

All evaluations include: a school observation, records review, complete assessment report, travel and participation at the IEP or school meeting; Review of all available records for a student in order to answer the referral concerns; To interview anyone who is knowledgeable of the student as it relates to the evaluation.

All evaluations will be conducted in an objective and professional manner.

Cost: **\$2,000.00**

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PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Sharon Criger Physical Therapy, P.C. dba FITS-PT
Company/Consultant

858-695-9444/619-838-9481
Telephone Number

9565 Waples St., Ste. 100, San Diego, CA 92121
Address

FITSOT.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, 2021 To: June 30, 2022

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel 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

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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 judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Sharon Criger Physical Therapy, P.C. dba FITS-PT	
Name:	Sharon Criger	
Title:	Physical Therapist/Owner	
Address:	9565 Waples St, Ste 100,	
City/State/Zip Code:	San Diego, CA 92121	
Telephone:	858-695-9444/619-838-9481	
Email:	sharon@fitspt.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@syzsdschools.org	Oscar.madera@syzsdschools.org

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6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Sharon Criger Physical Therapy, P.C. dba FITS-PT

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Physical Therapist/Owner

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Phone Number: 858-695-9444 / 619-838-9481

Board Approved:

Revised 08-01-2020

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ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: Sharon Criger Physical Therapy, P.C. dba FITS-PT

Signature

Date

Sharon Criger, Physical Therapist/Owner

Name/Title (Print)

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SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

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EXHIBIT A

SCOPE OF WORK

Services include:

- School observation visit
- In person assessment
- An hour of IEP attendance

Cost: **\$1,000.00**

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4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August, by and between the San Ysidro School District, hereinafter called the "District", and

Rancho Coastal Speech Therapy, Inc.
Company/Consultant

(619) 987-3841
Telephone Number

2174 Manchester Ave., Cardiff, CA 92007
Address

christyhimstreet@rcspeech.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, 2021

To: June 30, 2022

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

4.5 LAWS AND REGULATIONS

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.

CONSULTANT:	Rancho Coastal Speech Therapy, Inc.	
Name:	Christy Himstreet, M.S. CCC-SLP	
Title:	President	
Address:	2174 Manchester Ave.	
City/State/Zip Code:	Cardiff, CA 92007	
Telephone:	(619) 987-3841	
Email:	christyhimstreet@rcspeech.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

DISTRICT

Rancho Coastal Speech Therapy, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Christy Himstreet, M.S. CCC-SLP, President
Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Phone Number: (619) 987-3841

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: Rancho Coastal Speech Therapy, Inc.

Signature

Date

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Rancho Coastal Speech 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: **\$2,550.00**

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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 VARIOUS NONPUBLIC SCHOOLS FOR 2021-2022 SCHOOL YEAR

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 approval of the following nonpublic schools for 2021-2022.

Nonpublic School	Annual Estimated Cost up to
Aseltine School (1)	\$77,972.70
The Institute for Effective Ed. (2)	\$101,904.60
Stein Education Center (2)	\$124,023.68
Grand Total	\$303,900.98

RECOMMENDATION:

Approve the San Diego County Nonpublic Schools Master Contracts for Aseltine School, The Institute for Effective Ed., and Stein Education Center, to provide specialized academic services for school year 2021-2022 at an estimated cost up to \$303,900.98 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?

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

Requisition #

Yes No

Yes No

\$303,900.98

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2021-2022

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

2021-2022

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MAIN DOCUMENT

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2021-2022
Nonpublic
Master Contract

Main Document

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

2021-2022

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

2021-2022

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 13th day of August, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Asetline School
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2021-2022

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and 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. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred 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, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. 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, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. 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.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

(6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)

(7) Any intervention that precludes adequate supervision of the individual; and

(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline 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.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by 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 an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the 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 and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla, Excutive Director
Name/Title

Aseltine School
Nonpublic

4027 Normal St
Address

San Diego CA 92103
City State Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

chancock@aseltine.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This 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.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, 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 the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, 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 the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not 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. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. 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.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 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 (Section 2.1) of this 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) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 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.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student 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.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The 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.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. 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 (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student 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.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The 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. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the 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.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice 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 and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) 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

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the 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; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. 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; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2021-2022, 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 contract is effective on July 1, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Florida May Padilla, 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: _____

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Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school 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: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI 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.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days 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 individualized education program 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 offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials 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 student 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 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 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
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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 California Education Code section 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 Section 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 student 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, and Memorial Day, 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 during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). 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.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, 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 Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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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, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

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

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, 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 students 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 section 56061. 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 student'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 (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students 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 consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to 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 student.

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 case manager 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.

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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and 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 Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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 students who were in attendance. 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 California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student'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 student'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 LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student'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

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR NPS ID NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

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 student's IEP.) DAILY RATE: 226.74

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>21.53</u>	<u>hour</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (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>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

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Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	Inclusive	per IEP
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	Inclusive	per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	Inclusive	per IEP
Career Awareness (840)	Inclusive	per IEP
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes	\$30/40	1 way trip

NOTES: Individual Counseling (510) - is not inclusive to the daily rate offered. Ed. related mental health services are to be provided by the LEA. Counseling and Guidance (515) is inclusive to the daily rate and may be provided in group and/or individual sessions per IEP. Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (LESS THAN 25 MILES PER ONE-WAY TRIP) = \$30.00 Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (MORE THAN 25 MILES PER ONE-WAY TRIP) = \$40.00 Other (900) - COMPASS

*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
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Florida May Padilla, 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: _____

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)

2021-2022

This agreement is effective on July 1, 2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Aselfine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name JO (Last) (First) (M.I.) Sex: M F Grade: 7th

Address _____ City _____ State/Zip CA 92173

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (619) _____ (619) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 during the regular school year
240 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: 226.74
(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** 226.74 = **PROJECTED BASIC EDUCATION COSTS (A)** 47,615.40

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		RSY: 7hrs/day ESY: 5 hrs/day	21.53		27,127.80 3,229.50
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (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)

2021-2022

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)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)	X			per IEP			
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (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)

2021-2022

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)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
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)							

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)

2021-2022

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				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	see notes		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ 30,357.30

4. Other Provisions/Attachments:

Emergency transportation less than 25 miles per one way trip is \$30.00, transportation for more than 25 miles per one way trip is \$40.00

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-

Aseltine School
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Florida May Padilla, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

2021-2022

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

2021-2022

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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Nonpublic
Master Contract

Main Document

**San Diego County Nonpublic Master Contract
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**San Diego County Nonpublic Master Contract
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2021-2022

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 13th day of August, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

The Institute for Effective Education
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2021-2022

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and 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. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred 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, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. 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, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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

2021-2022

1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. 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.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

(6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)

(7) Any intervention that precludes adequate supervision of the individual; and

(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline 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.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**San Diego County Nonpublic Master Contract
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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by 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 an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the 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 and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

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@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Kenneth Traupmann, Executive Director
Name/Title

The Institute for Effective Education (Cook)
Nonpublic

2255 Camino del Rio South
Address

San Diego CA 92108
City State Zip

(619) 233-1390
Phone

(619) 233-8409
Facsimile

Email Address

San Diego County Nonpublic Master Contract Main Document

2021-2022

2.2 INDEPENDENT CONTRACTOR STATUS

This 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.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, 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 the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, 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 the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not 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. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. 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.

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

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 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 (Section 2.1) of this 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) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 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.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student 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.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The 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.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. 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 (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student 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.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The 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. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the 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.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice 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 and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) 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

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the 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; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. 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; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2021-2022, 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 contract is effective on July 1, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, 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
Academy

Nonpublic: The Institute for Effective Education (Mission Valley

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Nonpublic

Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school 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: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI 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.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days 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 individualized education program 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 offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials 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 student 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 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 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
2021-2022

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 California Education Code section 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 Section 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 student 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, and Memorial Day, 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 during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). 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.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, 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 Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

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

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, 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 students 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 section 56061. 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 student'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 (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students 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 consistent with EC 56366.1(3)(B). 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
2021-2022

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 to 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 student.

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 case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and 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 Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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 students who were in attendance. 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 California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student'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 student'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 LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student'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

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Mission Valley Academy)

The CONTRACTOR NPS ID NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

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 student's IEP.) DAILY RATE: 242.63

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>130</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (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>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2021-2022

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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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)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	30.00	hour
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
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, 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: _____

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)

2021-2022

This agreement is effective on July 1, 2021 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, 2021, 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-Mission Valley Academy

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name JR (Last) (First) (M.I.) Sex: M F Grade: 7th

Address _____ City San Ysidro State/Zip CA 92173

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 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: 242.63
(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** 242.63 = **PROJECTED BASIC EDUCATION COSTS (A)** 50,952.30

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (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)

2021-2022

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)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (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)

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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)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
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)							

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)

2021-2022

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				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 12, 2021

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 (Mission Valley Academy)
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Executive Official
(Name of Superintendent or Authorized Designee)

LEA: San Ysidro School District
Academy

Nonpublic: The Institute for Effective Education (Mission Valley

2021-2022

Nonpublic

Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school 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: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI 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.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days 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 individualized education program 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 offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials 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 student 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 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 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
2021-2022

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 California Education Code section 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 Section 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 student 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, and Memorial Day, 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 during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). 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.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, 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 Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

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

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, 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 students 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 section 56061. 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 student'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 (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students 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 consistent with EC 56366.1(3)(B). 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
2021-2022

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 to 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 student.

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 case manager 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
2021-2022

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 and 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 Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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 students who were in attendance. 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 California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student'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 student'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 LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student'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

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Mission Valley Academy)

The CONTRACTOR NPS ID NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

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 student's IEP.) DAILY RATE: 242.63

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>130</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (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>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	80.00	hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	30.00	hour
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
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, 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: _____

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)

2021-2022

This agreement is effective on July 1, 2021 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, 2022, 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 (Mission Valley Academy)

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name JJ (Last) (First) (M.I.) Sex: M F Grade: 8th

Address _____ City San Diego State/Zip 92154

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 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: 242.63
(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** 242.63 = **PROJECTED BASIC EDUCATION COSTS (A)** 50,952.30

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (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)

2021-2022

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)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X			INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)	X			per IEP			
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (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)

2021-2022

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)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
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)							

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)

2021-2022

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				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON June 12, 2021

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 (Mission Valley Academy)
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Executive Official
(Name of Superintendent or Authorized Designee)

2021-2022

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

2021-2022

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2021-2022
Nonpublic
Master Contract

Main Document

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

2021-2022

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

2021-2022

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 13th day of August, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Stein Education Center
(Nonpublic.)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2021-2022

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and 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. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred 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, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. 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, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. 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.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 21 to June 30, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline 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.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by 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 an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the 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 and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Chayo Chavez, M.S., Director of Education Program
Name/Title

Stein Education Center
Nonpublic

6145 Decena Drive
Address

<u>San Diego</u>	<u>CA</u>	<u>92120</u>
City	State	Zip

(619) 281-5511x211
Phone

(619) 281-0453
Facsimile

cchavez@vistahill
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This 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.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, 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 the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, 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 the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not 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. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. 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.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 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 (Section 2.1) of this 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) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 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.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student 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.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The 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.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. 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 (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student 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.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The 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. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the 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.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice 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 and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) 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

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the 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; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. 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; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2021-2022, 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 contract is effective on July 1, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

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Nonpublic
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Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school 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: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI 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.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days 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 individualized education program 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 offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials 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 student 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 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 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
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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 California Education Code section 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 Section 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 student 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, and Memorial Day, 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 during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). 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.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, 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 Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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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, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

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

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, 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 students 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 section 56061. 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 student'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 (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students 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 consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to 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 student.

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 case manager 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.

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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and 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 Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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 students who were in attendance. 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 California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student'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 student'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 LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student'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

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

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 student's IEP.) DAILY RATE: 278.08

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>21.53</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (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>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

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Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

San Diego County Nonpublic Master Contract
Appendix A: Schools
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on July 1, 2021 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, 2022, 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 RS (Last) (First) (M.I.) Sex: M F Grade: 7th

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
315 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
43 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$278.08
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 223 **x Daily Rate** \$278.08 = **PROJECTED BASIC EDUCATION COSTS (A)** \$62,011.84

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)		21.53		per IEP			
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)		X		per IEP			
Adapted Physical Ed. - Assessment (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)

2021-2022

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)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (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)

2021-2022

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)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
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)							

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)

2021-2022

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				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

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)

2021-2022
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school 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: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI 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.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days 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 individualized education program 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 offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials 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 student 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 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 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
2021-2022

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 California Education Code section 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 Section 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 student 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, and Memorial Day, 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 during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). 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.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, 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 Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

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

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, 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 students 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 section 56061. 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 student'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 (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students 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 consistent with EC 56366.1(3)(B). 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
2021-2022

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 to 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 student.

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 case manager 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
2021-2022

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 and 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 Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

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 students who were in attendance. 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 California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student'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 student'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 LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student'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

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

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 student's IEP.) DAILY RATE: 278.08

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>21.53</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (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>
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<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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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)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes	23.14	

NOTES: Van driver= \$23.14/trip, each additional aide = \$23.14/trip + mileage. Bus aide rate = \$24.22.

–
 *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
2021-2022

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on July 1, 2021 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, 2022, 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 SH (Last) (First) (M.I.) Sex: M F Grade: 5th

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 315 during the regular school year
315 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
43 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$278.08
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 223 **x Daily Rate** \$278.08 = **PROJECTED BASIC EDUCATION COSTS (A)** \$62,011.84

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)	X						
Adapted Physical Ed. - Assessment (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)

2021-2022

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)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (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)

2021-2022

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)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
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)							

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)

2021-2022

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				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X			23.14		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

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 12, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL TUTORS OF AMERICA, INC.

BACKGROUND INFORMATION:

As the results of Settlement Agreement and General Release, Professional Tutors of America, Inc., will be providing one on one academic home tutoring for students with special needs for a total of 150 hours.

Cost Implication: \$80.00 per hour

RECOMMENDATION:

Approve the agreement with Professional Tutors of America, Inc. to provide one on one academic home tutoring for students with special needs in an amount not to exceed \$12,000.00 from 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 2021-2022 Budget?

Yes No

Requisition #

\$12,000.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Professional Tutors of America, Inc.
Company/Consultant

714-784-3454
Telephone Number

3350 E. Birch St, Suite 201, Brea, CA 92821
Address

rqordon@professionaltutors.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 2021 To: June 30, 2022

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.

CONSULTANT:	Professional Tutors of America, Inc.	
Name:	Robert Gordon	
Title:	CEO	
Address:	3350 E. Birch St., Ste. 201	
City/State/Zip Code:	Brea, CA 92821	
Telephone:	714-784-3454	
Email:	rgordon@professionaltutors.com	

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

DISTRICT

Professional Tutors of America, Inc.

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Robert Gordon, CEO

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Phone Number: 714-784-3454

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant’s sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District’s facilities. If Consultant’s services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant’s Authorized Representative:

Consultant: Professional Tutors of America, Inc.

Signature

Date

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Professional Tutors of America, Inc. will be providing one on one academic home tutoring to students with special needs, at \$80.00 per hour for a maximum of 150 hours.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director 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) formerly known as South Bay Community Services 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**.

The HERE Now Program was implemented at San Ysidro Middle and Vista Del Mar Middle Schools last school year and Educational Services Department is requesting approval to renew the MOU and continue providing these services to middle school students. The term of this MOU is from July 1, 2021, through June 30, 2022.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with SBCS Corporation for the HERE Now Program to continue at the middle schools during the 2021-22 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.

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

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 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 is a Memorandum of Understanding (MOU) between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. While this is not a legally binding document, this MOU expresses the intent to engage in a voluntary collaborative arrangement to strengthen the respective organizations service delivery plans of the aforementioned parties.

- I. **Purpose:** The purpose of the MOU is to maintain the effective working relationship established between **SBCS** and **SYSD** 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 help foster safe schools with suicide and bullying prevention education through the **Helping, Engaging, Reconnecting and Educating (HERE) Now Program**.
- II. **Term:** This MOU shall begin on **July 1, 2021** and will extend through **June 30, 2022**. Either party can give written notice thirty (30) days in advance of the intent to withdraw from the collaboration and terminate this MOU.
- III. **Description of Participation:**
 - A. **San Ysidro School District** agrees, per this MOU, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Participation/facilitation in needs assessment survey.
 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 consent forms of any minors as appropriate or required.
 5. Provide venues for showing videos that focus on preventing suicide and bullying, early warning signs and protective factors to students, school staff and care givers.
 6. School staff will support SBCS in collecting demographic/satisfaction surveys from each student who participates in the presentation.
 7. School staff will support SBCS staff in providing follow up to students identified as needing additional services (e.g. pulling schedules, passes, space, etc.).
 8. Strategies to enlist teacher and parent participation on youth bullying, depression, and suicide prevention.
 9. 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.

10. Communicate immediately if problems/concerns arise with students or program implementation.

B. SBCS agrees, per this MOU to provide the following:

1. Over the course of a one-week program at a time to be mutually agreed upon, educate youth on risk factors and warning signs using aspects of an evidence-based curriculum called Signs of Suicide (SOS), which focuses on preventing suicide and bullying by (1) providing resources and presentations on strategies that are trauma informed and which address risk factors and improve protective factors among individuals and groups of high risk youth, and (2) providing resources on institutionalizing and strengthening the school culture and environment to be preventive and proactive in educating 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 shall include:
 - a. 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.
 - b. Provide at least one culturally and linguistically appropriate suicide prevention education presentation for parents/caregivers.
 - c. Provide parent/guardian consent forms for participation in the program.
 - d. Monitor program fidelity.
 - e. Assess identified students for safety issues.
 - f. Provide resources to families while providing program services on site.
2. Designate an individual as a point of contact for the program.
3. SBCS will utilize surveys/ demographic forms 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 where warranted and may (without warranty) provide linkage to students to mental health services.

IV. Confidentiality and Privacy Laws: The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each

party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder (“HIPAA”); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

- V. **Indemnification:** **SBCS** hereby indemnifies, defends, and holds 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.

SYSD, hereby indemnifies, defends, and holds 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 the **SYSD**, 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 the **SYSD** sole negligence or willful misconduct; and the **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**’s sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract of final payment hereunder, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this contract.

- VI. **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.

Amount of Insurance:	
Commercial General Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
<i>Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives.</i>	
Umbrella Liability	\$4,000,000

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 and naming the other party as an additional insured.

VII. **Value of Services:** No money or other consideration shall be transferred between the parties.

VIII. **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.

IX. **Contact Information:** The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For **SYSD**:
 c/o Marilyn Adrianzen, CBO
 4350 Otay Mesa Rd.
 San Ysidro, CA 92173
 marilyn.adrianzen@sysdschools.org

For **SBCS**:
 c/o Stacey Musso
 430 F St.
 Chula Vista, CA 91910

X. **Locations:** The services will be provided to all sites(s) of **SYSD**. 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.

XI. **Funding Availability:** Funding of this MOU, if funded by the County of San Diego, Health and Human Services Agency, Behavioral Health Services, is contingent upon appropriation and availability of funds. Work performed in advance of approval of this MOU shall be done at the sole risk of **SBCS**.

XII. **Independent Contractor:** It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner creates an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is

performing such work outside the usual course of **SYSD's** 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**.

- XIII. **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.
- XIV. **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.
- XV. **Termination:** This MOU may be terminated for any reason by giving thirty (30) days prior written notice.
- XVI. **Execution of Agreement:** The parties have executed this MOU as set forth below.

(Signatures contained on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SBCS Corporation

_____ Date: _____
Kathryn Lembo
President and CEO

San Ysidro School District

_____ Date: _____
Marilyn Adrianzen
Chief Business Official Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

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

AGENDA ITEM: DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

BACKGROUND INFORMATION:

The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Code of Regulations Code Section 16025). These records have been retained beyond the legal period as listed on the Records Retention Manual.

There is no further need to retain these records in the District and they will be destroyed through *Corodata*. Documents listed are dated from 2013 to 2016:

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Parent Participation Program Forms
- DRDP's with Supporting Document
- Student Application with Supporting Documents

RECOMMENDATION:

Approve the destruction of documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2013 to 2016.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

**To Be
Determined**
(Amount)

CSPP Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: LICENSE AGREEMENT WITH ILLUMINATE EDUCATION FOR THE IMPLEMENTATION OF THE FASTBRIDGE LEARNING ASSESSMENT SYSTEM

BACKGROUND INFORMATION:

Illuminate Education partners with educators to reach new levels of student performance, empowering teachers with data to serve the whole child. Their solution brings together holistic data and collaborative instructional tools and puts them in the hands of educators. As a result, teachers can visualize each student's progress, determine the right instructional or intervention strategy, and take the best next action, moment-by-moment.

One of the new products of Illuminate Education is FastBridge Learning, which is the only universal screening, diagnostic reporting, and progress monitoring tool to combine Computer-Adaptive Testing (CAT) with Curriculum-Based Measures (CBM).

FastBridge bolsters student learning across reading, math and social-emotional behavior with timely, targeted supports and insights as follows:

- Drives student achievement with powerful data from progress monitoring, adaptive testing, and universal screening tools
- Ensures valid and reliable results with evidence-based tools developed in collaboration with researchers at leading universities across the country
- Saves time and effort with a single platform to aggregate, visualize, and share data at the student, class, school, and district levels
- FastBridge assessments are psychometrically sound, improving the reliability and validity of instructional decisions by giving educators accurate data about student learning

Educational Services is requesting approval to enter into a 2-year license agreement with Illuminate Education for the implementation of the FastBridge Learning Assessment system. The term of this agreement is from August 1, 2021, thru June 30, 2023.

RECOMENDATION:

Approve/Ratify the 2-year license agreement with Illuminate Education for the implementation of the FastBridge Learning Assessment System at the cost of \$30,409.25 from the Expanded Learning Opportunities (ELO) funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Action/Service 1.4: Curriculum, Instruction, and Data Driven Systems - Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$30,409.25

(Amount)

Expanded Learning Opportunities (ELO) Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Client Order

Q-125821

6531 Irvine Center Drive Suite 100
 Irvine, California 92618
 (949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 8/2/2021
 Valid Through: 9/1/2021
 Prepared By: Craig Tuschhoff
 Start Date: 8/1/2021
 End Date: 6/30/2023
 Quote Term: 23

Customer: San Ysidro School District
 Address: 4350 Otay Mesa Rd
 San Ysidro, California 92173
 Contact: Cynthia Gonzalez
 Phone: (619) 428-4476 x3070

Year 1

Dates: 8/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
4,419	FastBridge Subscription - BHV	FastBridge Assessment System Annual Subscription (Behavior Only)	\$2.75	\$12,152.25
1	Product Implementation: Level 3, FastBridge	FastBridge setup and initial configuration. Student Count greater than 1500.	\$2,000.00	\$2,000.00
1	»» Level 3 Onboarding, FastBridge	Dedicated guidance through a comprehensive change framework and FastBridge system setup.	Included	
1	»» Level 3 Data Integration, FastBridge	Extraction, import, and validation of required data for FastBridge site setup.	Included	
1	»» System Management Workshop, FastBridge	Half-day virtual Implementation training session on FastBridge for System Administrators.	Included	
1	Virtual Training, FastBridge	Synchronous learning sequence addressing selected FastBridge content. Facilitated live by an Instructor across 2 3-hour sessions for up to 30 participants.	\$1,500.00	\$1,500.00
Year 1 Subtotal:				\$15,652.25
Year 1 Grand Total:				\$15,652.25

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
4,419	FastBridge Subscription - BHV	FastBridge Assessment System Annual Subscription (Behavior Only)	\$3.00	\$13,257.00
1	Virtual Training, FastBridge	Synchronous learning sequence addressing selected FastBridge content. Facilitated live by an Instructor across 2 3-hour sessions for up to 30 participants.	\$1,500.00	\$1,500.00
Year 2 Subtotal:				\$14,757.00
Year 2 Grand Total:				\$14,757.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

- (a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). “**Client Personnel**” means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). “**Embedded Applications**” means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). “**Licensed Products**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). “**Professional Service(s)**” means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). “**Software**” means the Illuminate software programs described in the applicable Client Order.
- (i). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“**Termination**”).
- (j). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: AGREEMENT WITH UNIVERSITY OF THE PACIFIC

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with University of the Pacific through its Benerd College for the purpose of providing California teaching credential/pupil personnel services placement/internship, and other certificated/degree/preliminary administrative services credentials, or licensure as a Licensed Professional Clinical Counselor.

RECOMMENDATION:

Approve the agreement with University of the Pacific to provide placement opportunities to the candidates that wish to obtain a student teacher/administrative preliminary credential/internship or pupil personnel services credential.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

**Affiliation Agreement
between San Ysidro School District
and
University of the Pacific**

This Affiliation Agreement ("Agreement") is entered into the 1st day of August, 2021 ("**Effective Date**"), by and between San Ysidro School District ("**Host**") and the University of the Pacific ("**Pacific**").

WHEREAS, Pacific through its Benerd College, is accredited by the California Commission on Teacher Credentials ("**CCTC**") and Western Association of Schools and Colleges ("**WASC**") Senior College and University Commission ("**WSCUC**") for credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Counseling and School Psychology) and must provide onsite Student Placement (defined below) for candidates enrolled in the curriculum with a hosted Student Placement experience.

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.

WHEREAS, it is for the mutual benefit of both parties that they hereby agree to provide on-site Student Placement opportunities for students in Benerd College who are seeking a **California teaching credential/pupil personnel services placement/internship, and other certificate/degree/preliminary administrative services credentials, or licensure as a Licensed Professional Clinical Counselor (LPCC)**, we enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a **student teacher/administrative preliminary credential/internship or pupil personnel services credential**.

WHEREAS, the Student Placements under this Agreement ("**Program**") will be performed at the Host facility or facilities identified in **Exhibit 1**; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("**Students**") for the duration of the Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, Pacific and Host hereby agree as follows:

1. Program Description. The Program is further described in **Exhibit 1** (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "Student Placement" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, Licensed Professional Clinical Counselor interns (LPCC) and other interns completing field work experience. The term "student teacher intern" means any student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

2. Pacific Responsibilities and Understandings

- a) The Program is a program of Pacific, and not of the Host.
- b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for Student learning.

- c) Pacific shall comply with applicable accrediting agencies' standards and guidelines.
- d) Pacific shall have the right to designate the individuals who will participate in the Program subject to the following limitations:
 - i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and
 - ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time.
- e) Pacific shall be responsible for keeping all attendance and academic records of the Students. Pacific may delegate to Host and its personnel the Student evaluation activities where appropriate and as long as Pacific's primary responsibility for this function is not compromised.
- f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.
- g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.
- h) As further described in **Exhibit 1** to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. Dr. Linda Webster, Associate Dean, is a designated Pacific faculty member who will monitor the Students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.
- i) Pacific shall provide a University Supervisor (US) who is an adjunct faculty member, or graduate student who serves as a liaison among the Intern, the employing district, and the University. The University Supervisor shares the responsibility for assessing the Intern's professional competencies with the members of the Site Support Team. The University Supervisor works with the Intern throughout the internship experience to offer instructional help and guidance and to share in the decisions affecting the Intern in the school. The University Supervisor also serves as a liaison between the University and the School District.

3. Host Responsibilities and Understandings

- a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of Pacific's Students.
- b) Host shall provide any required safety training to Students.
- c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with students.
- d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor; and, must have at least three (3) years post-licensure experience for Pupil Personnel Services/School Psychologists credential and/or for Licensed Professional Clinical Counselors.
- e) Host shall ensure that Students are familiar with and observe all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

- f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the functions of the Student Placement experience.
- g) Pacific personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.
- h) Host shall permit Pacific to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.
- i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.
- j) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.
- k) Students, designated as Student Teachers, shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that these Students are trainees, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel (except for teacher residency and internship pathways).
- l) Intern and teacher residency eligible students that are participating in the Program, are paid employees of the Host and for the purposes of employment are consider School personnel.

4. Joint Responsibilities of Pacific and Host

- a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.
- b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.
- c) Each party may enter into similar agreements with other institutions at any time.

5. Confidentiality and the Family Educational Rights and Privacy Act.

- a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("FERPA") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with,

the same conditions and restrictions on the use and re-disclosure such records pursuant to applicable law.

b) Records maintained by Host of Students paid by Host may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate Release of Records has been obtained.

6. Insurance. Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence (\$1,000,000) and two million aggregate (\$2,000,000). Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific and Host do not assume any liability under any law relating to workers compensation on account of any of act of any Student performing any activity related to or arising out of this Agreement.

7. Indemnification. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("Loss"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

8. Relationship of the Parties and Students. Each party (for this section "Parties" refer to Pacific, Host, Students/Interns) is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party. Neither party's employees nor subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated. This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties. Host agrees to return any Pacific property to Pacific within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with Pacific with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

11. Nondiscrimination. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact Dr. Linda Webster, Associate Dean, at lwebster@pacific.edu or 209-946-2197 to either counsel or reassign the Student.

14. Miscellaneous Provisions.

a) Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "**Dispute**"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

b) Legal Fees and Costs. The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.

c) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. {00059704.3}

registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by electronic mail (E-mail) or facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific: University of the Pacific, Stockton
Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Phone: 209-946-2683
Email: benerd@pacific.edu

If to Host: San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173
Attn: Executive Director of Human Resources
Email: linda.gonzales@sysdschools.org
Phone: (619) 428-4476 ext. 3013

d) Force Majeure. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "**Force Majeure Event**"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

e) Governing Law. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California.

f) Use of Names and Logos. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

g) No Assignment. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

h) Entire Agreement. This Agreement is the entire agreement between the parties regarding its subject matter. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

i) Modifications. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

j) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated

by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

k) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signatures on the following page]

SIGNATURE PAGE
Affiliation Agreement
between San Ysidro School District
and the University of the Pacific

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date.

SAN YSIDRO SCHOOL DISTRICT

By: Marilyn Adrianzen
Its: Chief Financial Official
Address: 4350 Otay Mesa Road
San Ysidro, CA 92173
Telephone: (619) 428-4476
Fax: (619) 482-9355
Email: marilyn.adrianzen@sysdschools.org

UNIVERSITY OF THE PACIFIC

Elisa Anders
Chief of Staff to the Provost
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
Telephone: 209-946-2459
Email: provost@pacific.edu

EXHIBIT 1 PROGRAM DESCRIPTION

Program Objective & Goals

Through program coursework and fieldwork experiences in TK-16 school settings and beyond, our candidates must satisfy learning outcomes by demonstrating proficiency in all standards, Teaching Performance Expectations (TPEs), and Teaching Performance Assessments (TPAs) as required by the California Commission on Teacher Credentialing, as well as those requirements in School Psychology/Pupil Personnel Services, Licensed Professional Clinical Counselors (LPCC), and Administrative Services Credential.

Program Overview

All professional education degree and credential programs at University of the Pacific are offered and coordinated through Benerd College. Students in Benerd College are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The College directs its efforts toward researching the present and future needs of schools and the community, fostering intellectual and ethical growth, and developing compassion and collegiality through personalized learning experiences. Per the California Commission on Accreditation/California Commission for Teacher Education, candidates seeking credentials must be placed in clinical practice experiences that extend candidates' learning and application of theory to practice with Transitional Kindergarten to grade 12 students in public and/or private school settings, as according to the California Commission on Teacher Credentialing, the range of Clinical Practice Experiences includes early field experiences, advanced experiences for co-planning and co-teaching (i.e. teacher residency), and student teaching or approved internships for related programs (i.e. Pupil Personnel, LPCC & Administrative Services Programs).

Location(s) of Program

San Ysidro School District

Schools within the District

Student Evaluation Method(s)

Cooperative Evaluation of *Multiple Subjects and Single Subject* Student Teacher
Candidate Competence and Performance Checklist

- Single subject student teacher
- Single subject intern/residence
- Multiple subjects student teacher
- Multiple subjects intern/residence
- Education Specialist, student teacher (SPED)
- Education Specialist, intern/residence (SPED)
- Student Teacher Placement Confirmation
- Intern Site Support Team Confirmation
- School Psychology Fieldwork/Practicum and Internship Performance Evaluation Instrument

Host's Responsibilities

Host shall participate with Pacific in planning the Program, including those experiences required to complete the EdTPA Teaching Events (pursuant to SB2042 and SB1209), as well as data collection required by the (CCTC/COA) and (CAEP).

For student teacher interns, Host shall:

- (1) assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing); and
- (2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student teacher intern, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in its approved Intern Document, attached hereto as **Exhibit 1-A** and incorporated herein.

Additional Student Qualifications

Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall or Spring).

For student teacher interns only, Pacific shall:

- (i) Confirm that the Student meets all the criteria for an intern credential, as established by this Program sponsor and approved by the Commission on Teacher Credentialing pursuant to Exhibit 1-A, and provides the information requested pursuant to Exhibit 1-B;
- (ii) Assign a supervisor who has successfully completed Pacific-provided intern supervision training;
- (iii) Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A; and
- (iv) Participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A.

**EXHIBIT 1-A
INTERN DOCUMENT**

NOTE: This section shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 1306 detailing new requirements for programs that offered intern credentials. This PSA is available at:
<http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf>.

In response to this PSA, the UNIVERSITY prepared and submitted revised program documents reflecting the new requirements. On May 19, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to the University of the Pacific to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and UNIVERSITY must provide including:

- Assignment of a UNIVERSITY supervisor who meets the criteria identified in 2.i. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
- Assignment by the HOST of a site supervisor who meets the criteria identified in 3.d. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness
- Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements: 144 hours with at least 2 hours of support per every five instructional days for general instruction coaching and mentoring AND 5 hours of support per month specific to teaching English learners, or if less than a full academic year, the total number of hours of support must equal four hours times the number of instructional weeks remaining in the year, with at least two hours of support provided every five instructional days. English language learner support less than a full academic year must equal five hours times the number of months in the school year.
- The intern teacher's faculty advisor will assist the HOST mentor and the UNIVERSITY supervisor in creating this coordinated and regular system of support

Note: This section shall apply only to PPS School Psychology Interns

1. The District will provide the Interns with the opportunity to transfer methodology and theories into applied situations via their participation in the internship experience and is responsible for providing the Interns with diverse experience in preparation for their future careers as school psychologists, in accordance with the Interns' knowledge and level of training, in the form all the activities normally expected of a district-employed school psychologist. These experiences may include, but are not limited to, the experiences and activities set forth in below under the heading Intern Experiences.
2. The District will provide the Interns with experiences that will allow them to complete 1200 clock hours of work during their internship experience, depending on the degree sought by each Intern.

3. Each Site Supervisor will have the following responsibilities as part of his or her supervision of the Interns:
 - a. The Site Supervisor will cooperatively plan and schedule the Interns' activities and experiences during the internship experience. Attached is the program's syllabi for required and suggested activities.
 - b. The Site Supervisor will schedule and provide a minimum of 2 hours of direct face-to-face supervision each week.
 - c. The Site Supervisor will review and sign each entry from the Interns' log and progress notes to verify content.
 - d. The Site Supervisor will complete and submit end-of-semester evaluation forms, which will be provided by the University.
 - e. The Site Supervisor will release the Intern, as needed, to attend fieldwork supervision and classes. (It is understood that the Intern will need to be released with sufficient time to travel between the fieldwork site and the University).
 - f. The Site Supervisor will hold a valid Pupil Personnel Services credential appropriate to the role and function of the duties being performed by the Intern.
 - g. The Site Supervisor will participate in University-sponsored supervisor meetings held 2-3 times per year.
 - h. The Site Supervisor will ensure that the Intern meets, at a minimum, the Hourly Requirement of the fieldwork in a preschool-grade 12 setting in which he or she is qualified to supervise.
4. Consistent with the availability of resources to employed staff, the Intern is provided adequate supplies and materials to carry out the functions of the internship experience. An appropriate work environment should include adequate privacy of office facilities and access to secretarial assistance, telecommunication services, office equipment, and copying machines.
5. Ongoing professional development is a significant aspect of the internship experience. Conferences, seminars, and in-service training opportunities available to employed school psychologists should also be available to the Interns. The Interns are encouraged to participate in state, regional, and national level meetings for school psychologists. Release time is granted by the University and is expected to be granted by the District.

INTERN EXPERIENCES

1. **Role and Function:** Develop a knowledge base and understanding of the various roles and functions of the school psychologist, and be able to selectively deliver services utilizing a variety of alternative models.
2. **Legal/Ethical:** Develop a knowledge base of federal and state laws, professional ethics, and professional standards as well as the skills to apply them in public and private educational agencies. Develop the skills to adhere to due process guidelines in major decisions affecting all students and to accepted standards in the practice of school psychology.
3. **Organization and Operation of Schools:** Develop an understanding of the organization and administration of public schools and the cultural, ethnic, religious, and geographic diversity of the students, parents, and staff served by school psychologists. Develop an awareness of community resources and the roles of other professionals in helping children, parents, and school personnel. Develop the skills to foster and facilitate interagency partnerships among family, school, health care, and community agencies to create healthy school environments.
4. **Assessment:** Develop the skills to select, administer, score, and interpret psychoeducational tests for individuals of different ages, exceptionalities, and cultural backgrounds. Develop competence in the use of interviewing, functional behavioral assessment, and curriculum-based methods. Develop the skills to integrate psychological and educational data into a

- psychological report and be able to link assessment results to educationally relevant interventions.
5. **Counseling:** Develop a counseling and mental health knowledge base and the skills to work with Interns who have educational, emotional, and/or behavioral problems to mitigate the emergence of enduring, unhealthy patterns of behavior. Develop a knowledge base and skills to help students, families, and schools deal with crises, such as school violence, suicide, and loss.
 6. **Intervention:** Develop a knowledge base and the skills to identify controllable, causal aspects of social, emotional, and academic difficulties and be able to consult and collaborate in the design, implementation, and evaluation of interventions based on these aspects.
 7. **Communication Skills:** Develop the interpersonal skills and both oral and written communication skills necessary to communicate effectively with children, parents, and school personnel from varied cultural, ethnic, religious, and geographic backgrounds. Develop the interpersonal skills to function as team leaders in school-based multidisciplinary teams.
 8. **Research:** Become educated consumers of research relating to school psychology and be able to apply these research findings to the development of solutions for educational psychological problems. Be able to disseminate information from the school psychology knowledge base to promote healthy school environments.

EXHIBIT 1-B
University of the Pacific, Benerd College
INTERN AUTHORIZATION ADDENDUM

By signing below, I understand that I have received, read, and comply with program requirements of the department I am enrolled in as a student. If at any time I am unable to continue as an intern, I will notify my academic advisor and the Benerd College Office of Credentialing and Student Services.

I. TO BE COMPLETED BY CANDIDATE

Candidate Name: _____ Pacific ID # - _____

Signature of Candidate Date

II. Signature of Benerd College Dean or Designee

I verify that the candidate has met program requirements and is eligible to be hired as an intern.

Patricia Campbell, Dean Benerd College

III. TO BE COMPLETED BY EMPLOYING AGENCY:

A. Please check Organization Type: County Office School District Charter School

County-District-School Code (required): _____

Employing Agency: _____

School Name: _____ Phone #: (_____) _____

Address: _____ Email: _____

Effective date of hire (month/day/year): _____

Please indicate authorization requested: Multiple Subject Single Subject, Subject

Education Specialist: Mild/Moderate Moderate/Severe

Pupil Personnel Services: School Psychology

Administrative Services: Administrative Services

Site Support Team

Name(s) _____

Address: _____

Phone: _____

Email: _____

B. Personnel Division Approval:

School District Personnel Specialist E-mail School District Personnel Specialist Phone

Signature of School District Personnel Specialist Name (Please Print) Date

C. Signature of Site Administrator

By signing below, I verify that I have read and understand the intern support requirements as outlined in the MOU on file and will provide supervision in cooperation with in collaboration with the University of the Pacific, Benerd College.

Signature of Site Administrator Name (Please Print)

EXHIBIT 2
STUDENT CONSENT FOR RELEASE OF RECORDS FOR STUDENT PLACEMENT

The Family Educational Rights and Privacy Act (“**FERPA**”) provides that an educational institution may not release confidential information about a student without the student’s consent.

In order to enable the University of the Pacific (“**Pacific**”) and Host (identified below) to monitor my performance in the Student Placement, I hereby grant permission to authorized personnel at Pacific and Host, and their authorized representatives, to release all education records (as defined by FERPA) and/or employment records relating to my performance in the Student Placement described below, and the information contained therein, from one to the other. I further release Pacific and the Host, and their respective trustees, officers, directors, and employees from any and all liability relating to the release of such education and/or employment records.

This Release is subject to the following:

- My authorization to release this information (“**Release**”) will be used in conjunction with my Student Placement with Host only.
- I understand that this Release, and the authorization given above, is effective immediately upon my signature and shall expire upon the completion of my Student Placement with the Host;
- I understand that this Release is necessary for my Student Placement for the sharing of information between Pacific and Host relating to my performance in the Student Placement;
- I understand that I may revoke this Release, in writing, at any time, but if I revoke the Release, I may no longer be eligible to participate in the Student Placement, and my participation may be terminated;
- I understand that I may submit a request in writing in the form required by the University to request a copy of all my records released pursuant to this Release;
- I hereby waive all rights under FERPA with regard to the release of the records described above as well as any other state and federal law governing the privacy of records held by Host that may constitute employment records;
- This Release does not apply to any other third party that requests my education records; and
- I understand that Pacific and Host will not release my education and/or employment records to any third party without my express written consent.

I hereby voluntarily authorize the release of my records to the individuals and/or parties identified in this Release. I also understand that if I am under 18 years old, Pacific may disclose such information to my parents or legal guardians regardless of whether I have consented to such disclosure.

<hr/> <p>Signature of Student</p>	<hr/> <p>Date</p>
<hr/> <p>Name of Student (Printed)</p>	<hr/> <p>Pacific School or Department</p>
<hr/> <p>San Ysidro School District</p>	
<hr/> <p>Name of Host</p>	<hr/> <p>Nature of Student Placement (Student Teacher, Student Intern, etc.)</p>
<hr/> <p>4350 Otay Mesa Road, San Ysidro, CA 92173</p>	
<hr/> <p>Host Address</p>	<hr/> <p>Dates of Student Placement</p>

{00059704.3}

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

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

AGENDA ITEM: AGREEMENT WITH PIER SOUTH

BACKGROUND INFORMATION:

San Ysidro School District’s administrative staff conducted their annual Management Team Leadership Academy to prepare, review and finalize action items for the 2021-22 school year. Pier South hosted and catered breakfast for the Management Team Leadership Academy on July 19, 2021.

RECOMMENDATION:

Approve/Ratify the agreement with Pier South for the use of their facilities on July 19, 2021 at an estimated cost of \$1,359.58 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 2021-2022 Budget?

Requisition #

Yes No

Yes No

\$1,359.58
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



A MODERN BEACH RESORT

AUTOGRAPH COLLECTION®
HOTELS

Sales Agreement

June 17, 2021

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Pier South Resort, Autograph Collection, 800 Seacoast Drive, San Diego, CA, 91932, (619) 621-5900 and “**San Ysidro School District Leadership Academy Meeting**” and outlines specific conditions and services to be provided.

NAME OF EVENT: **San Ysidro School District Leadership Academy Meeting Jul2021**
CONTACT: Migule Ortega
4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 ext. 3023 / miguel.ortega@sysdschools.org
REFERENCE #: M-LG9PC0K
PROGRAM DATES: Friday, July 16, 2021
ATTENDANCE: (30) Guests

AGREEMENT

San Ysidro School District Leadership Academy Meeting (hereafter referred to as **Group**) and Pier South Resort (hereafter referred to as **Hotel**) agree as follows: The Hotel agrees to hold the guests space listed in this agreement on a tentative basis until **June 24, 2021**. If this agreement is not fully executed by Group and Hotel by **June 24, 2021**, the Hotel will release the guest space. If an alternate request is received, the Hotel will notify the Group and the Group will have seventy-two (72) hours from Hotel notification to return the signed agreement.

GROUP SPECIAL CONCESSIONS

- Discounted Event Only Valet Parking - \$6.00 Per Vehicle
- Complimentary high speed wireless internet access in meeting space
- Marriott Rewarding Event Points

DEPOSIT:

To confirm your event, a non-refundable deposit of **\$350.00** plus 50% of estimated food & beverage is due at contract signing. This deposit will be applied toward the final event charges which are due (7) days before the event, or, by **July 9, 2021**.

MASTER ACCOUNT

Hotel must be notified in writing at least (3) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Meeting Room Fees: Billed to PM Account

All Scheduled Catered Meals: Billed to PM Account

PAYMENT

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check (7) seven days prior to Event. **Group** shall provide hotel with credit card authorization information. **Group** agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by **Group**, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Event Type	Venue Space	# People	Set Up Breakdown Fee
07/16/21	Friday	7:00am	5:00pm	Meeting with Food & Beverage	Boca Rio Ballroom	30	\$350.00++

All meeting room and related services are subject to applicable taxes (currently [7.75] %) and service charge (currently [22] %) in effect on the date(s) of the event.

DEPOSIT:

To confirm your event, a non-refundable deposit of **\$350.00** plus 50% of estimated food & beverage is due at contract signing. This deposit will be applied toward the final event charges which are due (7) days before the event, or, by **July 9, 2021**.

SAFETY GUIDELINES (PLEASE READ) – If Applicable By 07/16/21

All guests must wear face masks in all common areas of the hotel and during wedding ceremony. If guests are not compliant, Hotel reserves the right to end the event and vacate the venue. Refunds or discounts will not be honored if cancellation is imminent due to non-compliance.

BANQUET EVENT ORDER (BEO)

Group shall sign a Banquet Event Order (BEO) reflecting details and attendance for each function during the event. If a BEO is not signed for a particular function within (72) business hours prior to such function, the Hotel will release that function space. **Group** will provide the final number of attendees for each function no later than (72) business hours prior to such function. This number will represent the minimum guaranteed attendees for that function.

DAMAGE TO FUNCTION SPACE

Group agrees to pay for any damage to the function space that occurs while **Group** is using it. **Group** will not be responsible, however, for ordinary wear and tear or for damage that can be shown was caused by persons other than **Group** and its attendees.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Group understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

PERFORMANCE LICENSES

Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Group may use or request to be used at the Hotel.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Member Name _____

Marriott Rewards Program Member Number _____

*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number _____

Airline Name _____

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at <http://www.marriott.com/rewards/terms/earning.mi> , and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

ACCEPTANCE

When presented by the Hotel to Group, this document is an invitation by the Hotel to make an offer. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **June 24, 2021**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Group and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by and for **Group**:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by and for **Hotel**:

Name: (Print) Dena Galiza

Title: (Print) Hotel Sales Manager

Signature: _____

Date: _____



San Ysidro School District - Leadership Academy

Monday, July 19, 2021

EVENT CONTRACT

ACCOUNT: San Ysidro School District

SALES MANAGER: Kelly Henderson

CONTACT: Miguel Ortega

EMAIL: kelly@dinecrg.com

ADDRESS:

PHONE: (619) 908.3405

EMAIL: miguel.ortega@sysdschools.org

PHONE: 6194284476 ext. 3023

EVENT SUMMARY

Date	Time	Areas	Event Type	Guests	Gtd	Rental	F&B Min
7/19/2021	7:00 am - 4:00 pm	Boca Rio Ballroom	Breakfast	25	25		\$600.00

FOOD

Qty.		Price	Total
29	LIMITED BREAKFAST MENU <i>Includes coffee or hot tea; all other beverages additional</i>	\$23.00	\$667.00

ENTREES

select up to three; final entree counts and place cards required

- 16 **ALL AMERICAN BREAKFAST**
scrambled eggs, applewood smoked bacon, herb house potatoes, wheat toast (gf*)
***(2) orders TOGI - ready at 7:00 am**
**** (1) with Eggs served Over Medium ****
- 2 **CLASSIC BENEDICT**
wolferman english muffin, canadian bacon, hollandaise sauce, herb house potatoes
- 8 **SEAFOOD OMELETTE**
smoked salmon, mexican white shrimp, panela cheese, jalisco sauce, herb house potatoes (gf*)
- 1 **BLUEBERRY BUTERMILK PANCAKES - NO BUTTER**
maple syrup (v)

FOOD NOTES

Final Menu & Guest Count Due: 7/13/21

**After the guarantee is determined, Engager may not lower the guarantee.*

-Host to provide place cards with meal indicators for each Guest.

BEVERAGE NOTES

-Coffee & Tea included in group menu

-Host any additional Non-alcoholic beverages

-Charged on consumption

****Water station in back of room****

A/V NOTES

Provided by Pier South

SETUP

-(5) 60" crescent rounds for 5 Guests each

Table Clothes: White

Napkins: House Grey

Banquet Silverware & Glassware

TERMS AND CONDITIONS

1. Policies: Engager agrees not to bring food or beverages to SEA180° COASTAL TAVERN without prior written approval from SEA180° COASTAL TAVERN. Engager agrees to conduct an orderly Event, in compliance with the rules of SEA180° COASTAL TAVERN, as well as all applicable laws and regulations. SEA180° COASTAL TAVERN, in its sole discretion, may exclude or eject from the Event and from the premises any persons not conducting themselves properly. Engager agrees to accept responsibility and pay for damages to SEA180° COASTAL TAVERN caused by Engager, Engager's Guests, or other persons at the Event. Engager agrees not to put up any signs without prior approval. In order to maintain its high standards of guest service, SEA180° COASTAL TAVERN reserves the right to approve any outside contractors/vendors retained by Engager to provide services on SEA180° COASTAL TAVERN premises in connection with this Event. Engager accepts full responsibility and costs for any damage or loss to SEA180° COASTAL TAVERN (as well as any surrounding property) caused by Engager's Vendors and their contractors, agents or assigns, including but not limited to any labor required to repair or replace any damaged property.

2. Banquet Event Orders (BEO): SEA180° COASTAL TAVERN will send Engager the details of Engager's Event on a BEO. Engager agrees to sign and return the BEO, with written corrections if any, as soon as possible but no later than seven (7) days prior to the Event. If SEA180° COASTAL TAVERN has not received the signed BEO back by such time, the BEO shall be deemed correct as transmitted, and the BEO shall then become part of this Agreement. SEA180° COASTAL TAVERN will assume that any additional food, beverage or services provided during the Event was provided at Engager's request unless Engager has made a specific and timely objection to the appropriate SEA180° COASTAL TAVERN personnel at the time of the Event. Any such additions shall be added to the final bill and shall be subject to the terms of this Agreement.

3. Guarantee: At least five (5) business days prior to the date of the Event, Engager shall notify SEA180° COASTAL TAVERN as to what the actual expected number of attendees is, and that number shall become the guaranteed number, provided that SEA180° COASTAL TAVERN may reasonably limit any increase in the number of attendees above the Estimate Guest Attendance ("Number of Guests" as shown on page 1) set forth on page 1 of this Agreement (based on space limitations and other reasonable factors). A guaranteed number less than eighty percent (80%) of the Estimate Guest Attendance as set forth on page one (1) hereto may result in an increase in the menu prices, a reassignment of the space reserved for the Event, and/or a reconsideration of the site fee (if applicable). After the guarantee is determined, Engager may not lower the guarantee, but may increase it by notifying SEA180° COASTAL TAVERN at least twenty-four (24) hours in advance of the start of the Event. SEA180° COASTAL TAVERN will attempt to accommodate any increase in the number of attendees over the guaranteed number, but reserves the right to reasonably limit such increase. If no guaranteed number is given at least five (5) business days prior to the date of the Event, the Estimated Guest Attendance set forth on page one (1) of this Agreement shall become the guaranteed number.

4. Performance: This Agreement is contingent upon the ability of SEA180° COASTAL TAVERN to perform, and is subject to acts of God, extreme weather, war or terrorist activity, government regulation, labor disputes, accident or other causes beyond SEA180° COASTAL TAVERN's reasonable control. In no event shall SEA180° COASTAL TAVERN be liable for any damages beyond the refund of the sums paid in advance of the Event should it be impossible for SEA180° COASTAL TAVERN to perform due to circumstances beyond its reasonable control.

5. Payment: Engager agrees to pay non-refundable deposit(s) as indicated on the portal upon execution of this Agreement and as otherwise indicated. Any deposit will be credited toward the total cost of the Event. Any deposit will be credited toward the total cost of the Event. Engager's failure to deliver a required deposit may, at SEA180° COASTAL TAVERN's option, result in cancellation

of this Agreement at any time without prior notice (and shall be subject to the cancellation provisions of Section 7 below). *Full payment for the Event is due immediately upon the close of the Event. The final bill and payment due is based on the highest of (i) the actual Food and Beverage Expenditure, (ii) the Minimum Spend or (iii) the guaranteed attendee count (as determined pursuant to Section 3 above); if Engager's actual Food and Beverage expenditure for food and beverage consumed during the Event is less than the Minimum Spend or the cost based on the guaranteed attendee count (whichever is higher), then the shortage will be charged as an additional room rental fee.* All payments are to be made in cash or by credit card. We uphold a "no split checks" policy, but can take up to four forms of payment as necessary. **Checks, Gift Certificates, and Gift Cards are not an acceptable form of payment.**

6. Credit Card Guarantee: Upon execution of this Agreement Engager must complete the Credit Card Authorization Form, which can be downloaded from the online portal. At the conclusion of the Event, Engager is required to make full payment for the Event, in cash or by Credit Card. If, for any reason, Engager does not make full payment upon the close of the Event, the credit card account on file will be used to settle the account and Engager hereby authorizes SEA180° COASTAL TAVERN to charge the credit card accordingly.

7. Cancellation: Any cancellation by Engager must be in the form of a written notice and such cancellation shall be deemed to be given only upon receipt of such written notice by SEA180° COASTAL TAVERN. The parties agree that in the event the function is cancelled, it will be difficult to calculate with certainty the actual monetary losses incurred by SEA180° COASTAL TAVERN. Accordingly, in the event of cancellation, Engager will pay liquidated damages, which the parties agree are a reasonable approximation of the monetary losses, as follows: (i) Engager may cancel the event without liability beyond any collected non-refundable deposits if SEA180° COASTAL TAVERN receives written notice no later than 7 business days prior to the event date; and (ii) if Engager provides SEA180° COASTAL TAVERN with written notice of cancellation of less than 7 business days, Engager shall forfeit one hundred percent (100%) of the deposit plus fifty percent (50%) of the estimated food and beverage revenue (it being understood that the total payment shall not exceed one hundred percent (100%) of the estimated food and beverage revenue). All cancellation fees are due and payable at the time of cancellation. If SEA180° COASTAL TAVERN cancels the event because Engager has failed to pay agreed-upon sums when due, or because Engager has otherwise breached this Agreement, then SEA180° COASTAL TAVERN will be entitled to retain all sums paid and shall be entitled to any additional sums due as if Engager had cancelled the event. For purposes of this Section, the "estimated food and beverage revenue" shall be no less than the Minimum Spend shown on page one (1).

8. Additional Charges: SEA180° COASTAL TAVERN will add a twenty percent (24%) service charge on all food, beverage and miscellaneous charges. (A portion of the service charge may be retained by SEA180° COASTAL TAVERN). Please note that the 24% service charge is taxable based on the California state regulation 1603(f). Applicable sales tax will be calculated on the entire amount. Engager agrees that, to the extent the Event does not end within 30 minutes of the agreed upon end time, there shall be an additional charge of \$200.00 per hour commencing upon the agreed upon end time.

9. Miscellaneous: If litigation becomes necessary to enforce the terms of this Agreement, or on account of a breach thereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. The laws of the State of California shall govern this Agreement, and the venue for any action or legal proceeding shall be San Diego County. All changes to this Agreement, including increases to the number of attendees as contemplated in Section 3 of this Agreement, shall be in writing. No prior agreement, representations, or understandings, whether written or oral, exist between the parties to this Agreement except as set forth herein or contained in a subsequent modification signed by both parties.

Client Signature

Printed Name: Marilyn Adrianzen

Signed: 7/14/2021 at 5:17 pm

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN JOAQUIN COUNTY OFFICE OF EDUCATION –
FOR 2021-22 EDJOIN WEBSITE SERVICES

BACKGROUND INFORMATION:

The District would like to continue the subscription to the EDJOIN website services for 2021-22. The District is able to post jobs openings, accept online applications, have access to applicant tracking features and search the EDJOIN applicant bank.

Term: August 2021 to August 2022

RECOMMENDATION:

Approve/Ratify the agreement with San Joaquin County Office of Education – Center for Educational Development and Research for the 2021-22 subscription to EDJOIN website services at a cost of \$1,050.75 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,050.75

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Please select Invoice options to include:

Person Signing Service Agreement:

- Check
- Credit Card
- Purchase Order

San Ysidro School District

- EDJOIN Account Fees -> \$1050.75
- Summer School System -> \$150
- Ventures Linkage (do not select unless your agency already has an account with HUMANeX Ventures) -> \$500

FY 21/22 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between San Ysidro School District which seeks to use EDJOIN services (hereinafter "EDJOIN"), whose name, address and other information appears herein this Agreement, and CodeStack, (hereinafter "SJCOE/CodeStack"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, SJCOE/CodeStack and Employer, intending to be legally bound, hereby agree as follows:

Section 1: Employer's Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNLAWFUL DISCRIMINATION TO EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement subject to legal action.

Section 2: Service Fees and Charges

In addition to Employer's other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

Section 3: Payment Policy

Employer shall pay to SJCOE/CodeStack the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CodeStack will not provide service if SJCOE/CodeStack does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CodeStack. The service fee is not refundable upon any such notice of termination.

Section 5: Service Term

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for the remainder of the term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CodeStack under any provisions of this Agreement. SJCOE/CodeStack reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employer's failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) Requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

Section 6: Regulatory Compliance

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by any applicable government agency. Employer specifically acknowledges and agrees that SJCOE/CodeStack has not and is not expected to provide Employer with any analysis, interpretation, or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

Section 7: Limitations of Damages

SJCOE/CodeStack shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with r Agreement, even if SJCOE/CodeStack has been advised of the possibility of such damages.

Section 8: Indemnification

SJCOE/CodeStack agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, cau of negligence of SJCOE/CodeStack.

Employer agrees to indemnify, defend and hold harmless SJCOE/CodeStack for and against any and all actions, claims, complaints, formal or informal, cau negligence of Employer.

Section 9: Relationship of the Parties

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, venture or association.

Section 10: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communication: writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discl enforced.

Section 11: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Person Signing Service Agreement: Date Signed:

I/We have carefully examined the provisions of the Agreement and I/we hereby accept to have read and fully understood the terms stated

SYSD Board approved: _____

Invoice total amount is: \$1050.00

7/15/2021

Marilyn Adrianzen, CBO

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**SAN JOAQUIN COUNTY
OFFICE OF EDUCATION**

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CodeSta



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY SERVICES
INTERNSHIP PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Point Loma Nazarene University Services Internship Program. This agreement will allow the District to employ Interns through Point Loma Nazarene University by aiding in the educational development of the University’s students. The district is willing to employ Internships by providing designated and qualified District personnel as support.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University Services Internship Program to aid in the educational development of the University’s students and to employ Interns by providing designated and qualified District personnel as support beginning September 1, 2021 through August 31, 2024.

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 2021-2022 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

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Services Program Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of pupil personnel services, and/or administrative services intern credentials, with a load that is appropriate for a beginning counselor or administrator and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCTC guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year.
- H. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- I. The District will participate in the evaluation of the University’s Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in the Pupil Personnel and/or Preliminary Administrative Services programs to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University (“University Supervisor”). This shall be done at the University’s sole expense.
- B. The University will ensure that Interns meet the following requirements necessary to acquire an intern credential:

For a Preliminary Administrative Services Credential

- 1. Meet the basic skills requirement as described in Education Code section 44252(b), unless exempt by statute.
- 2. Possess one of the following credentials:
 - (a) A clear or life California teaching credential that requires a baccalaureate degree and a program of professional preparation, including student teaching or the equivalent, and holds an English learner authorization; or
 - (b) A clear or life California designated subjects teaching credential in adult education, career technical education, vocational education or special subjects, provided the applicant also possesses a baccalaureate degree, and holds an English learner authorization; or
 - (c) A clear or life California services credential in pupil personnel services, health services for school nurse, teacher librarian services, or speech-language pathology or clinical or rehabilitative services requiring a baccalaureate degree and a program of professional preparation, including field work or the equivalent.

For a Pupil Personnel Services Intern Credential:

1. Bachelors' degree from an accredited school of higher education
2. CBEST
3. Completed required coursework as required by the University

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Internship requirements.
- G. The University will provide advising and transitional assistance to Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall

instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Intern pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from September 1, 2021 through August 31, 2024. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[Signature Block on following page (page 6/6)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

_____ Date: _____
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92173

Title: Chief Business Official

_____ Date _____
Authorized Signature

Board approved: _____

SYSD Contact:

Linda Gonzales
Executive Director of Human Resources
4350 Otay Mesa Road, San Ysidro, CA 92173
linda.gonzales@sysdschools.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Human Resources Informational
Linda Gonzales, Executive Director Action

AGENDA ITEM: AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY
TEACHING INTERNSHIP PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Point Loma Nazarene University Teaching Internship Program. This agreement will allow the District to employ Interns through Point Loma Nazarene University by aiding in the educational development of the University's students. The district is willing to employ teacher interns by providing designated and qualified District personnel as support.

RECOMMENDATION:

Approve the agreement with Point Loma Nazarene University Teaching Internship Program to aid in the educational development of the University's students and to employ teacher interns by providing designated and qualified District personnel as support beginning September 1, 2021 through August 31, 2024.

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 2021-2022 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

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Teaching Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **San Ysidro Elementary School District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CCTC”).
- E. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CCCT guidelines.

- F. The District will provide sufficient resources to support Internships, including protected time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- G. The District will provide Interns with clear terms of employment in writing no later than the first day of classes of the relevant school year. This notice shall identify and include contact information about the Intern's District Provided Coach.
- H. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- I. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- J. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- K. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- L. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf of the University ("University Supervisor"). This shall be done at the University's sole expense.
- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
 - 1. Bachelors' degree from an accredited school of higher education
 - 2. Subject matter competency
 - 3. Passage of California Basic Educational Skills Test ("CBEST")
 - 4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
 - 5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern’s growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern’s designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern’s work with students who require specialized or modified instruction in both the English language and their academic courses (“English Learners”).
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern’s performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District’s students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Teaching Intern pursuant to this Agreement on the basis of race,

creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California and Federal law.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from September 1, 2021 through August 31, 2024. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

[Signature block on following page (page 6/6)]

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Marilyn Adrianzen

Address (Print): 4350 Otay Mesa Road, San Ysidro, CA 92154

Title: Chief Business Official

Authorized Signature Date _____

Board approved: _____

SYSD Contact:

Linda Gonzales
Executive Director of Human Resources
linda.gonzales@sysdschools.org
(619) 428-4476 x3013

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH IMAGE ONE FOR 2021-22

BACKGROUND INFORMATION:

The Rocketscan software by Image One, is a software solution for public school district's Food Service Departments that automates the processing of free & reduced meal applications. With Rocketscan, school districts can scan their meal applications into the software system for automated processing, increasing accuracy.

The District would like to renew the agreement for maintenance of equipment used to process, track and generate Income Survey Forms for LCFF submittal and provide online services for RocketSCAN and LCFF.

RECOMMENDATION:

Approve the agreement with Image One to maintain the equipment used to process, track and generate Income Survey Forms for LCFF submittal and provides online services for the Child Nutrition Services department in an amount up to \$3,000.00 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.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-22 Budget?

Yes No

Requisition #

Up to

\$3,000.00

(Amount)

Child Nutrition Fund 13

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



CONTRACT RENEWAL INV.

6202 BENJAMIN ROAD
SUITE 103 TAMPA, FL 33634-5184
P: 800-956-9000 F: 813-887-5359

Renewal Inv. Number: P108432
Renewal Inv. Date: 04/01/2021

Bill To: SAN YSIDRO SCHOOL DISTRICT
SADEER SAHIB
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173

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

Account No	Payment Terms	Due Date	Renewal Inv. Total	Balance Due	
SANYSI	5/15 Net 75	06/15/2021	\$ 2,989.88	\$ 2,989.88	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
SO3113-08	**Evelyn Zarzosa (619) 428-4476 x 3011	\$ 2,989.88		07/01/2021	06/30/2022
Contract Remarks					

Summary:

Contract base rate charge for the 07/01/2021 to 06/30/2022 billing period	\$2,989.88 *
*Sum of equipment base charges	<u>\$2,989.88</u>

Detail:

Equipment included under this contract

ROCKETSCAN/FMA ADD-ON LICENSE FOR ONLINE

Number	Serial Number	Base Charge	Location
04904		\$85.49	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

ROCKETSCAN/FOR MEAL APPS 2.5K

Number	Serial Number	Base Charge	Location
03028		\$1,395.65	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

ROCKETSCAN/RS FOR MEAL APPS 1K ADD-ON LIC

Number	Serial Number	Base Charge	Location
04903		\$265.74	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

ROCKETSCAN/RS FOR MEAL APPS ONLINE LICENSE

Number	Serial Number	Base Charge	Location
04836		\$619.00	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173

ROCKETSCAN/WEB HOSTING

Number	Serial Number	Base Charge	Location
04837		\$624.00	SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA ROAD SAN YSIDRO, CA 92173



CONTRACT RENEWAL INV.

6202 BENJAMIN ROAD
SUITE 103 TAMPA, FL 33634-5184
P: 800-956-9000 F: 813-887-5359

Renewal Inv. Number: P108432
Renewal Inv. Date: 04/01/2021

Bill To: SAN YSIDRO SCHOOL DISTRICT
SADEER SAHIB
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173

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

For all payments made by credit card a 3.5% fee will be added at the time of payment. To avoid this fee please remit payment via Debit Card, ACH, or Check. ACH instructions are below. To make payment via credit card, please visit <https://paywithcardx.com/bpl/imageone1>

PLEASE REMIT TO: 6202 BENJAMIN ROAD SUITE 103
TAMPA, FL 33634

FEIN: 59-3281176

ACH Instructions:
Bank Name: The Bank of Tampa 5401 W. Waters Avenue Tampa, Florida 33634 (813) 872-1350
Account Name: Image One Corporation
Account Number: 61006874
Routing (ABA) # - ACH: 063108680

Renewal Inv. SubTotal	\$2,989.88
Tax:	\$0.00
Renewal Inv. Total	\$2,989.88
Balance Due:	\$2,989.88

ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT IMAGE ONE

THIS DOCUMENT DESCRIBES THE SERVICES TO BE PROVIDED BY IMAGE ONE (IO):

1. ADVANCED EXCHANGE HARDWARE SERVICE

IO agrees to provide advanced exchange service for the hardware equipment ("Equipment") listed on your invoice for services ("Invoice").

- a) **Maintenance Services:** IO shall, during the contracted period, provide the Customer with a replacement scanner, in advance of receiving the defective unit. For service calls placed before 2:00 pm EST, a replacement scanner will be shipped out the same day with the transit time varying based upon Zip Code and Peak or Non Peak time of year. The defective scanner is returned to Image One. Defective scanners returned to Image One become the property of Image One, and replacement scanners become the property of the customer. IMAGE ONE MAY REQUIRE A VALID CREDIT CARD NUMBER OR A VALID PURCHASE ORDER FOR THE VALUE OF THE REPLACEMENT SCANNER FROM THE CUSTOMER BEFORE SHIPMENT OF THE REPLACEMENT SCANNER WHICH WILL BE CHARGED IN THE EVENT THAT CUSTOMER FAILS TO RETURN TO IMAGE ONE EITHER THE DEFECTIVE SCANNER OR THE REPLACEMENT SCANNER WITHIN FOURTEEN DAYS OF THE DATE THAT CUSTOMER RECEIVES REPLACEMENT SCANNER.
- b) **Freight and Shipping:** Image One will be solely responsible for charges incurred to transport replacement and defective equipment between premises of Image One and the Customer's location. PEAK Response shipping: August through October, Image One will ship free of charge a replacement scanner for arrival the next business day no earlier than 10:30am and no later than 5pm. Exact time of delivery is based on the carrier's service availability for your Zip Code. OFF PEAK Response shipping: November through July Image One will ship free of charge a replacement scanner via three day transit unless Zip code allows faster delivery via Ground service. It is expected that any delivery address is a business address and open for pick-ups and deliveries between the hours of 10:30am and 5pm, Monday through Friday, and excludes weekends and Holidays. Non-mechanical accessories, such as feed trays will not be shipped unless the nature of the problem is related thereof. Customer is required to carefully repackage the defective scanner using the packaging materials that came with the replacement scanner. Image One will assist the customer with the return of the defective scanner at no additional charge. Methods vary by Zip code as well as other factors to be determined per event.
- c) **Procedure:** Upon receipt of the replacement scanner, the customer will carefully unpack the replacement scanner and contact Image One or Reseller technical support for installation instructions. Non-mechanical accessories, such as feed trays will be removed from the defective scanner and installed on the replacement scanner by the customer with assistance from Image One or Reseller technical support.
- d) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

2. SOFTWARE SERVICE

IO agrees to provide maintenance and repair services for the software ("Software") listed on your invoice for services ("Invoice."). Software is referred to as the system ("System").

- a) **Software Maintenance & Support Services:** IO shall, during the contracted period, furnish all service necessary to maintain the System in good working order. IO will provide software support via remote access as part of this agreement. Customer agrees to provide broadband internet connectivity to the System at its expense. IO will provide the software necessary to enable the remote connection. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with IO's local prevailing hourly labor rates.
- b) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of Software installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.
- c) **Response Time:** IO shall respond during IO service hours within 8 business hours of IO's receipt of Customer's service request. Unless otherwise defined on your Invoice, the service hours for IO to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by IO as holidays. FMA support will be provided after hours for platinum maintenance agreements.

- d) **Non-Covered Service:** IO will attempt to respond to all requests for service. If service is provided on Holidays recognized by IO, labor for such non-covered service calls will be chargeable to the Customer in accordance with IO's local prevailing hourly labor rates for such service.

2. TERM

The term of this Agreement shall be one (1) year, or as otherwise indicated on Invoice.

3. SERVICE FEE

- (a) Customer agrees to pay the service fees in advance as billed for the term of this Agreement.
- (b) If new or additional software is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) If Customer does not make timely payment to IO of any amount payable under this Agreement, then in addition to the remedies available to IO at law or equity or under other provisions of this Agreement, IO may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITIES

- (a) IO EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) IO WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SOFTWARE OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER IO OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- (c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY IO UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO IO, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING IO.

5. EXCLUSIONS

- (a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, or imaging units, rollers, imprinter ink cartridges or other items identified by the manufacturer as "consumables". This Agreement will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment and/or System, (ii) Customer's unauthorized addition, movement, or changes to the Equipment and/or System, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the Equipment and/or System (as stated in (b) below), (viii) improper installation, repair, or alteration of the Equipment and/or System by anyone other than IO or its agents, (ix) software changes or attempted software changes by persons not authorized by IO, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by IO at IO's prevailing local rates for such services.
- (b) The Customer is responsible for maintaining suitable environmental conditions for the Equipment and/or System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described herein.
- (c) The Customer is solely responsible for maintaining backup copies of images, data and database files. Under no circumstances will IO be liable for any loss of images, data or database files or for the recovery of same.

6. FORCE MAJEURE

If IO's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of IO, IO shall be excused from such performance until the abatement of such causes(s).

7. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party.

8. TERMINATION

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.
- (c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of IO. IO may assign this contract to any parent company, subsidiary, or affiliate of IO, or in connection with the sale of substantially all of the assets of IO.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida.

11. NOTICES

All notices to IO required or permitted to be given under this Agreement shall be in writing and sent to the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

IMAGE ONE
6202 Benjamin Road, Suite 103
Tampa, FL 33634
Fax: 813-887-5359
Telephone: 813-888-8288
Attention: Leigh Anne Corley

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

13. COSTS

Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IO and Customer with regard to Customer's service and maintenance by IO. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of IO and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an imaging system solution are not maintained by IO but must be supported by the original equipment manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep OEM Warranty and Support information available.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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 2021-22. 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/Ratify the agreement with Johnson Controls Fire Protection LP to provide preventive inspections and diagnostic tests of kitchen hood fire suppression systems during FY 2021-22 in the amount of \$3,258.00 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 2021-2022 Budget?

Yes No

Requisition #

\$3,258.00

(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, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Johnson Controls Fire Protection LP
Company/Consultant

1-866-275-5189
Telephone Number

14200 E. Exposition Ave., Aurora, CO 80012
Address

Johnsoncontrols.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, 2021 To: 06-30-22

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

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

4.5 LAWS AND REGULATIONS

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

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4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Johnson Controls Fire Protection LP	
Name:	Adrian Julius Randall	
Title:	Inside Customer Care Rep	
Address:	14200 E Exposition Ave	
City/State/Zip Code:	Aurora, CO 80012	
Telephone:	1-866-275-5189	
Email:	adrian.julius.randall@jci.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Evelyn Zarzosa
Title:	Chief Business Official	Director, Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3011
Email:	Marilyn.adrianzen@sysdschools.org	Evelyn.zarzosa@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Johnson Controls Fire Protection LP.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

EXHIBIT A



Johnson Controls Fire Protection LP
14200 E Exposition Ave
Aurora, CO. 80012
1-866-275-5189x1052968
johnsoncontrols.com

Service Agreement Renewal

Single or Multi - Site Renewal: Multi - Site See Contract Details on Page 2	Salesperson: Adrian Randall	Ship To Address: Bill To Address: San Ysidro School District 4350 Otay Mesa Rd Attn Accts Payable San Ysidro, CA. 92173
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Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 7/1/2021 - 6/30/2022

Scope of Service: See Contract Details on Page 2 & 3

Total Annual Amount: \$ 3,257.52

Renewal Requirements: Customer Requires New Service Agreement

Billing Frequency: BAMA

Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the 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. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

San Ysidro School District

JOHNSON CONTROLS FIRE PROTECTION LP

By: X

By: X Adrian Randall

Name: _____

Name: Adrian Randall

Date: _____

Date: 6/19/2021

Title: _____

Title: ICCR

Email: _____

Email: adrian.julius.randall@jci.com

PO #: _____

License #: _____



* We recently updated our Service Plan offerings some additional benefits may be provided to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Kitchen Hood)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
Basic	<ul style="list-style-type: none"> · Test & Inspection 	Essential	<ul style="list-style-type: none"> · Test & Inspection · Xaap Electronic Inspection reporting option · Customer Portal
Comprehensive	<ul style="list-style-type: none"> · Test & Inspection · Includes replacement of up to (5) fusible links, tamper seals, blow-off caps, and nozzles associated with system. 	Enhanced	<ul style="list-style-type: none"> · Test & Inspection · Includes replacement of up to (5) fusible links, tamper seals, blow-off caps and nozzles associated with the system. · Xaap Electronic Inspection Reporting option · Customer Portal

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. **Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement

(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this

Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

30. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

31. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

32. Headings. The headings in this Agreement are for convenience only.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

35. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Administration
Gina A. Potter, Superintendent

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL IEP TRANSLATOR SERVICES

BACKGROUND INFORMATION:

Throughout the course of business and due to the large Hispanic community, the District requires the services of a professional translator for both written and oral translations. In addition, the Special Education Department is required to provide a translator when conducting Individualized Educational Plan (IEP) meetings with parents that do not understand the English language. Mr. Alfonso V. Erdmann is a certified professional translator who provides his services to school districts throughout the county of San Diego and will be providing services to the District on an “as needed” basis during 2021-22.

RECOMMENDATION:

Approve/Ratify the agreement with Mr. Alfonso V. Erdmann, Professional IEP Translator Services on an “as needed” basis during 2021-22. These services are only for substitute work.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD

(Amount)

General or Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of August, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Professional IEP Translator Services – Alfonso V. Erdmann
Company/Consultant

(619) 852-2022
Telephone Number

1535 De La Vina, Street #13-102, Chula Vista, CA 91913
Address

NA
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, 2021 To: June 30, 2022 "as needed" basis

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days 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 – **District waives this section _____.** **Consultant will provide a release of liability.**

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Professional IEP Translator Services	
Name:	Alfonso V. Erdmann	
Title:	Translator / Owner	
Address:	1535 De La Vina Street, #13-102	
City/State/Zip Code:	Chula Vista, CA 91913	
Telephone:	(619) 852-2022	
Email:	Alfonso.erdmann4354@gmail.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Francisco Mata
Title:	Chief Business Official	Coordinator, PR & Community Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@syzdschools.org	Francisco.mata@syzdschools.org

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6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Print Name, Title

Date:

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

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SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro CA 92173

EXHIBIT A

SCOPE OF SERVICES

TRANSLATION SERVICES

Individualized Education Program (IEP)

Please send translations in Word format to [District provided email](#) or call 619 852-2022

Type of Translations	Pages including:	Pages	Flat Fee	50% District Discount	Translation Time
IEP	IEP, Levels of Academic Progress, General Assessment Report, Yearly Goals, Special Factors	Up to 20 Pages	\$ 40.00	\$20.00	4 days
IEP	IEP, Levels of Academic Progress, General Assessment Report, Yearly Goals, Special Factors, Other Assessment Reports (APE, OT, FAPE) and additional pages	21 to 40 Pages	\$ 50.00	\$25.00	6 days
IEP	IEP, Levels of Academic Progress, General Assessment Report, Yearly Goals, Special Factors, Other Assessment Reports (APE, OT, FAPE) and additional pages, IEP Team Notes and requests from parents	41 to 80 Pages	\$ 65.00	\$32.50	8 days
District Documents	Program (Word), no PDF, Flyers, Notifications, and Letters to parents, District Notices. Power Point. Consider font, complexity, timeline, technology and formatting. (Formatting no charge)	1 Page	\$ 20.00	N/A	One day depending on request.
PWN's	Usually two pages	2 Pages	\$ 40.00	N/A	One day

INTERPRETATION SERVICES

1. Minimum service time for Spanish/English oral interpretations is one hour at \$ 60.00 per hour
2. Rate for the first hour of simultaneous language interpretation (English or Spanish) is \$60.00 and \$ 45.00 for the following hours, assessed at 30 minutes increments (Ex: 75 minutes = \$ 82.50)
3. Please submit all requests for in person interpretation 72 hours prior to the assignment time, including weekends and holidays, per Districts needs.
4. No cancellation fee
5. To cancel or reschedule an appointment, 24 hour advance notice is required (excluding weekends).
6. Service orders requested by phone or email, to Alfonso V. Erdmann, (619) 852-2022 or [District provided email](#), recommended to send requests 24 to 48 hours advance notice.
7. Agrees to pay all invoices within 30 days of the date of the invoice to Alfonso V. Erdmann. Discrepancies to be contested in writing to Alfonso V. Erdmann at 1535 De la Vina St. #13-102, Chula Vista, CA 91913

CONSULTANT

Alfonso V. Erdmann
Professional Interpreters Translators

Alfonso V. Erdmann
Signature of Authorized Agent

Print Name, Title

Date 8/2/2021

DISTRICT

San Ysidro School District

Marilyn Adrianzen, CBO

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Educational Services Informational
Cynthia Gonzalez, Executive Director Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY CORPORATION FOR IN SCHOOL-BASED PREVENTION AND EARLY INTERVENTION (PEI)

BACKGROUND INFORMATION:

On February 11, 2016, the Governing Board approved the District’s participation in the school-based Prevention and Early Intervention (PEI) grant program with South Bay Corporation (SBCS), formerly known as South Bay Community Services.

South Bay Corporation and San Ysidro School District will continue to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego.

RECOMMENDATION:

Approve to extend the term of the Memorandum of Understanding with South Bay Corporation to provide School-Based Prevention and Early Intervention (PEI) services during the 2021-22 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement – All students will be educated in positive academic environment that are welcoming, safe, and drug-free.

Renewal **New** **Amendment** **Ratify** **Other – Extend the term**

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

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



MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. While this is not a legally binding document, this MOU expresses the intent to engage in a voluntary collaborative arrangement to strengthen the respective organizations service delivery plans of the aforementioned parties. This MOU shall begin on July 1, 2021 and will extend through June 30, 2022. Either party can give written notice thirty (30) days in advance of the intent to withdraw from the collaboration and terminate this MOU.

Purpose: The purpose of the MOU is to maintain the effective working relationship established between SBCS and SYSD for the purpose of implementing coordinated services. This represents an agreement between SBCS Corporation and San Ysidro School District (SYSD). SBCS and SYSD intend to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego.

To this end, each agency agrees to participate by coordinating/providing the following services:

I Services to Be Provided:

A. SYSD agrees, per this MOU, to provide the following:

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on county contracted school campuses on a year-round basis to students and their families.
2. Implement a screening tool, selected by SBCS, to all PreK through 3rd grade students at identified schools.
3. Refer appropriate students and parents to the program.
4. Allow SBCS staff to provide services in-class as needed.
5. Complete student evaluations/surveys as requested by SBCS.
6. 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.
7. Participate in SBCS meetings as needed.
8. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

B. SBCS agrees, per this MOU to provide the following:

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Operate the social-emotional evidence-based early intervention program (Incredible Years) including the hiring, training, and supervision of program staff.
3. Provide services to families using the Promotora model that includes prevention, community education and outreach.
4. Services can only be provided on school campuses designated in SBCS' county contract.



MEMORANDUM OF UNDERSTANDING

5. Incredible Years curriculum will be provided in classrooms as well as in small group settings with identified students and parents.
6. Oversee data gathering and reporting.
7. Provide access to non-confidential SBCS facility sites for the purpose of providing services to clients.
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 in-service trainings for district staff that assist schools in understanding the target population.
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.

II 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.

III Indemnification: SBCS hereby indemnifies, defends, and holds 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



MEMORANDUM OF UNDERSTANDING

- VII. Contact Information:** The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.
- | | |
|--|--|
| For SYSD :
c/o: Cynthia Gonzalez
4350 Otay Mesa Road
San Ysidro, CA 92173
cynthia.gonzalez@sysdschools.org
omar.calleros@sysdschools.org | For SBCS:
c/o Stacey Musso
430 F St.
Chula Vista, CA 91910 |
|--|--|
- VIII. Locations:** The services will be provided to all sites(s) of SYSD. 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.
- IX. Funding Availability:** Funding of this MOU, if funded by the County of San Diego, Health and Human Services Agency, Behavioral Health Services, is contingent upon appropriation and availability of funds. Work performed in advance of approval of this MOU shall be done at the sole risk of SBCS.
- 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's 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 may be terminated for any reason by giving thirty (30) days prior written notice.
- XIV. Execution of Agreement:** The parties have executed this MOU as set forth below.

(Signatures contained on the following page)



MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

Kathryn Lembo

Date: 8/4/21

Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

_____ Date: _____
Marilyn Adrianzen
Chief Business Official Board approved: _____

Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Email / Ph. #: Marilyn.adrianzen@sysdschools.org / (619) 428-4476

Contractor's Tax ID Number: 95-6002821

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA

BACKGROUND INFORMATION:

Throughout the year, the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2021 to September 30, 2022. The cost implications for these services are estimated at \$4,080.00 and \$800.00 for the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:

Approve the agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2021 to September 30, 2022 at an estimated cost of \$4,880.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

<input checked="" type="checkbox"/> Renewal		<input type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: _____
Financial Implications?		Are funds for this item available in the 2021-2022 Budget?			Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$4,880.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>					

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of October 1, 2021.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - c. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - d. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of 12 direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$4,080 annually, plus expenses, or payable at \$340 per month, plus expenses, upon receipt of a billing from the Consultant
 - b. For all requested services in excess of 12 direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning October 1, 2021, and terminating September 30, 2022. This Agreement may be terminated prior to September 30, 2022, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

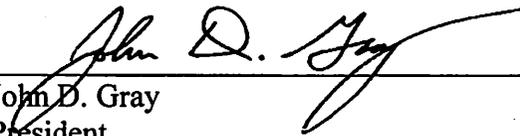
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____

Date: _____

Print Name

Job Title
San Ysidro Elementary School District

By:  _____

Date: August 2, 2021

John D. Gray
President
School Services of California Inc.

**ADDENDUM A
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: Current year 2019-20 Next year 2020-21**

Electronic Version:

- CADIE only \$500
- SABRE only \$350
- CADIE & SABRE \$800

Hardcopy Version:

- CADIE only \$600
- SABRE only \$450
- CADIE & SABRE \$1000

- Use the same districts as last year
- Use districts of similar type and size
- Use districts geographically close to mine
- Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2021, CADIE will be released in March 2022

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A and submitting with our contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM:
David Farkas, Ed.D.,
Assistant Superintendent of
Educational Leadership, Pupil Services
and Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA DEPARTMENT OF PUBLIC HEALTH -
POOL TESTING PROGRAM

BACKGROUND INFORMATION:

The foundational principle of the CDPH COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year is that all students must have access to safe and full in-person instruction and to as much instructional time as possible. In California, the surest path to safe and full in-person instruction at the outset of the school year, as well as minimizing missed school days in an ongoing basis, is a strong emphasis on the following: vaccination for all eligible individuals to get COVID-19 rates down throughout the community; universal masking in schools, which enables no minimum physical distancing, allowing all students access to full in-person learning, and more targeted quarantine practices, keeping students in school; and access to a robust COVID-19 testing program as an available additional safety layer.

Upon approval as an authorized school, San Ysidro School District will be assigned to a CDPH-approved pooled testing provider (the "Pooled Testing Provider") that will provide end-to-end operational support for pooled testing. This includes the provision of pooled test kits, pooled testing services, diagnostic testing services, courier logistics, staffing, whole genomic sequencing, and support services.

RECOMMENDATION:

Approve the Agreement with California Department of Public Health for the Pool Testing Program at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



Pooled Testing Program: Participation Agreement

The foundational principle of the CDPH COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year is that all students must have access to safe and full in-person instruction and to as much instructional time as possible. In California, the surest path to safe and full in-person instruction at the outset of the school year, as well as minimizing missed school days in an ongoing basis, is a strong emphasis on the following: vaccination for all eligible individuals to get COVID-19 rates down throughout the community; universal masking in schools, which enables no minimum physical distancing, allowing all students access to full in-person learning, and more targeted quarantine practices, keeping students in school; and access to a robust COVID-19 testing program as an available additional safety layer.

In order to reduce transmission of COVID-19 and to support in-person classroom instruction, the California Department of Public Health (CDPH) and the Testing Task Force are making pooled testing services available to districts and schools¹ that apply at no cost through the end of the 2020-2021 school year, including summer school.

Pooled testing services for COVID-19 combine, i.e., “pool”, a set of individual test specimens and yield a single test result for the overall pool. The pooled test results are not intended for diagnostic or treatment purposes but are instead offered as a screening tool to increase the likelihood of identifying possible positive cases in the school population.

No COVID-19 test is perfect, and the pooled test may produce false positives (i.e., indicate that at least one individual has COVID-19 when no one in the pooled population actually does) or false negatives (i.e., indicate that no individual in the pooled population has COVID-19 when one or more individuals actually do). Notwithstanding the results of any pooled test, San Ysidro School District should encourage members of the school population to consult their individual health care providers if they have signs or symptoms of COVID-19, or otherwise believe they have been exposed to COVID-19.

In the event of a positive test result from the pool, individual-level follow-up testing will be conducted.

Upon approval as an authorized school, San Ysidro School District will be assigned to a CDPH-approved pooled testing provider (the “Pooled Testing Provider”) that will provide end-to-end operational support for pooled testing. This includes the provision of pooled test kits, pooled testing services, diagnostic testing services, courier logistics, staffing, whole genomic sequencing, and support services.

To support the effective administration of this program as well as the safe and effective administration of

¹ The term “districts and schools” in this document refers to a public school district or charter school offering K-12 educational programming that seeks to be authorized to receive Pooled Testing Services from a contractor approved CDPH.



pooled testing, CDPH seeks assurances from San Ysidro School District before authorizing access to the pooled testing services. Specifically, for access to pooled testing program services made available by CDPH, San Ysidro School District must agree to:

Testing Protocols

- Allow for the Pooled Testing Provider to test all consenting staff and students in a pooled test, on a schedule set by the authorized school and the testing provider;
- Allow for the Pooled Testing Provider to follow-up on a positive test result from a pool with individualized diagnostic testing of all members in the pool.

Isolation, Quarantine, & Contact Tracing

- Authorized schools must also have in place appropriate protocols to ensure individuals stay home from school until it is safe to return, follow other ordinary isolation and quarantine protocols, and to conduct additional contact tracing if necessary.

Communication & Support

- Communicate with teachers, staff, students, and families about this program on an ongoing basis;
- Work with the Pooled Testing Provider, depending on the support level needed by the authorized school, to promote an effective delivery of this program including following instructions from the Pooled Testing Provider.

Superintendents, charter school leaders, and executive directors: please complete the information and sign below to affirm that you agree to the above-listed conditions of participation in CDPH’s Pooled Testing Program. CDPH, in its discretion, reserves the right to cancel your participation in this program upon a violation of any of the above conditions.

Name of District or School

Superintendent/Executive Director Name

Phone Number

Date

Signature

			February 18-19, 2022 March 4-5, 2022 March 25-26, 2022		
Marilyn Adrianzen, Amber Elliott	Annual Pre-Audit Workshop	Online	August 2, 2021	\$0	No Cost
Luis Ramos	CDE Title III FPM Workshop	Online	September 3, 2021	\$0	No Cost
Marilyn Adrienzen, Todd Lewis	Cyber Insight Day	Online	July 29, 2021	\$0	No Cost
David Farkas, Cynthia Gonzalez	Educational Equity UCP Network	Online	August 24, 2021	\$0	No Cost
Adriana Aguilar, Carolina Hernandez	ELAC/DELAC Training	Online	September 8, 2021	\$0	No Cost
Adriana Aguilar, Carolina Hernandez, Luis Ramos, Josefina Villegas, Laura Kelley, Fardusa Sharif, Maria Mendez, Guillermina Sandez, Debra Dillon, Consuelo Carranza, Jennifer Cuestas, Juan Molina, 1 TBD	How Tutoring Works Institute	Online	September 14, 2021	\$2,312.00	E.L.O. Fund
Adriana Aguilar, Carolina Hernandez	MEGA 101 Meeting Orientation	Online	August 18, 2021	\$0	No Cost
Luis Ramos	School Site Council (SSC) 101	Online	August 31, 2021	\$0	No Cost
Luis Ramos	State & Federal 101	Online	September 3, 2021	\$0	No Cost

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 12, 2021

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

FROM: David Farkas, Ed.D., Informational
Assistant Superintendent of Action
Educational Leadership, Pupil Services
and Safety

AGENDA ITEM: AGREEMENT WITH MAXIM HEALTHCARE STAFFING SERVICES

BACKGROUND INFORMATION:

Maxim operates a supplemental staffing agency and employs licensed healthcare personnel to provide healthcare services (i.e. LPNs, RNs, SLPs, School Psychologist, SPED Teachers, BCBAs, and other various health and related services personnel). Maxim also provides services off-site, including, but not limited to remote services and/or in-home services at a student's location (Distance Learning).

Maxim Healthcare Staffing Services will provide personnel to supplement the district's staff for COVID-19 contact tracing services.

RECOMMENDATION:

Approve the agreement with Maxim Health Staffing Services for 2021-2022 with an amount not to exceed \$200,000.00 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Amount not to
exceed
\$200,000.00
(Amount)

ESSER III
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 9th day of August, 2021, by and between **San Ysidro School District** located at 4350 Otay Mesa Road San Ysidro, CA 92173, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 3111 Camino Del Rio North, Suite 1200 San Diego, CA 92108 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School District, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term.

From: August 13, 2021 To: June 30, 2022

The Term of this Agreement is as noted above, 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.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBA's, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to

provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. EDUCATIONAL INSTITUTION shall be named as an additional insured on the general liability policy. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any

applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order

to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 Per Diem or Short Term Staff Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Per Diem or Short Term Staff Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of EDUCATIONAL INSTITUTION, its officials and employees which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage..

Section 3.11 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
ATTN: Accounts Payable**

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
ATTN: David Farkas

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
3111 Camino Del Rio North, Suite 1200
San Diego, CA 92108
ATTN: **Cristian Hernandez**

Section 6.5 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.6 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.7 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.8 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified,

MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

- Section 6.9 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.10 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.11 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.12 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.13 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SAN YSIDRO SCHOOL DISTRICT:

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.

E-Signed : 08/12/2021 05:11 PM EDT

Eric Lindenberg

erlinden@maxhealth.com
IP: 136.226.48.252

Eric Lindenberg, Assistant Controller

Printed Name & Title

08/12/2021

Date

ATTACHMENT A
 San Ysidro School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 9 August 2021:

Service	Rate (per hour)
Contact Tracer	\$38.00
Registered Nurse Contact Tracer	\$60.00

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

SAN YSIDRO SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
 INC *Eric Lindenberg*

 erlinden@maxhealth.com

 Signature

 Signature

 Printed Name & Title

Eric Lindenberg, Assistant Controller

 Printed Name & Title

08/12/2021

 Date

 Date